

[Client letterhead]

[date]

[name of donor]  
[street address]  
[city, state, and zip code]

Re: Pledge

Dear \_\_\_\_\_,

Client ("Client") is grateful to confirm your ("Donor") pledge to make a gift to Client. Your contribution will aid in our mission to \_\_\_\_\_. This letter agreement ("Agreement") sets out the basis for your pledge.

**1. Gift by Donor**

Donor pledges to give Client money or property valued at \$\_\_\_\_\_ ("Gift"). Donor may make payment in the form of cash, marketable securities, or other property acceptable to Client.

**2. Timing**

Donor will make payment [in a lump sum by \_\_\_\_\_.] OR [in \_\_\_\_\_ equal [annual] installments, with the first payment to be made on or before \_\_\_\_\_ and the last payment to be made on or before \_\_\_\_\_.]

**3. Use**

[Client may use the Gift for general support.] OR [In line with your direction, Client will use the Gift, and any income earned on the Gift funds [**sample alternative:** to support the \_\_\_\_\_ program.] For clarity, if a portion of the Gift remains unspent or unallocated upon completion of the applicable program or purpose, or in the unlikely case that Client otherwise determines in good faith that it is no longer possible for the Gift to serve its original purpose, then Client may use the remaining funds for unrestricted general support.]

**4. Additional Gifts**

Donor reserves the right to increase Donor's contribution through additional gifts and will permit others to contribute to any fund established by this Agreement, but all such gifts will be subject to the terms and conditions of this Agreement.

**5. Donor Recognition**

Client may publicly acknowledge the Gift in accordance with Client's customary donor recognition practices unless Donor otherwise instructs Client.

**6. Legal Effect**

[Although Donor intends to make payments in respect of the Gift as described in this Agreement, this pledge is not to be considered legally binding on Donor or Donor's estate or heirs.] OR [This pledge is intended to be legally binding on Donor. Donor understands that Client is relying on and may continue to rely on Donor's pledge in a variety of ways. Such reliance may include, without limitation, Client's decisions regarding programming, capital expenditure, fundraising, and financing matters. Should the Donor die prior to the fulfillment of the pledge, the pledge and this Agreement will be binding on the Donor's executors, administrators, trustees, heirs, and assigns.]

**7. Further Assurances**

Donor and Client will sign those other documents and take those other actions as the other may request in order to effect the transactions contemplated by this Agreement.

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**8. Tax Matters**

Client will provide Donor with documents Client is required to provide Donor under the Internal Revenue Code with respect to receipt of the Gift. To confirm, Client is a charitable organization that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code. Its federal tax identification number is \_\_\_\_-\_\_\_\_\_.

**9. General Provisions**

This Agreement represents the final and exclusive agreement between Donor and Client regarding its subject matter. It may be amended only as stated in and by a writing signed by both signed by Donor and Client which refers specifically to this Agreement and says that it is an amendment to this Agreement. This Agreement will be governed by California law. It may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

\* \* \* \* \*

We ask that you review this agreement carefully. If it correctly and completely describes our agreement, please so confirm by signing where indicated below and returning the signed document to us.

We are deeply grateful to you for your generosity. Thank you.

Very truly yours,

**Client**

By: \_\_\_\_\_  
[name and title]

**Confirmed, accepted and agreed as of \_\_\_\_\_, 20\_\_:**

**[NAME OF DONOR]**

By: \_\_\_\_\_  
[name]

[By: \_\_\_\_\_  
[name of spouse of Donor]  
(if donor is a married individual, both Donor and Donor’s spouse must sign)]

**[Consent and Waiver of Spouse**

I am the spouse of the Donor. I confirm my consent to the transfer of the Gift contemplated by this Agreement. I irrevocably waive any right that I may have, now or in the future, to claim rights in the Gift by reason of any spousal right of election, community property law, or other law governing marital property rights. I acknowledge that I have had the opportunity to consult with legal counsel of my own choice before executing this consent and waiver.

By: \_\_\_\_\_]  
[name of spouse of Donor]