**CONFIDENTIAL**

PROPERTY OF THE NATIONAL HORTICULTURE FOUNDATION

# DONOR/ENDOWMENT NAME: GIFT AGREEMENT FOR ENDOWMENT LEVEL AND GREATER

This Agreement is between **insert donor name** (Donor) and the National Horticulture Foundation located in Orlando, Florida (Foundation).

# Pledge

The Donor, in consideration of its abiding interest in interior horticulture research, education, marketing, and/or scholarships, a gift to the Foundation in the amount of $ insert amount will be given on or before insert date. This gift, together with any other properties which may later be brought within the operation of this Agreement (Gift), will be held by the Foundation in accordance with this Agreement.

If, in the best judgment of the Board of Directors of the Foundation, all or part of the Gift cannot be used in the manner described in this Agreement, the Board may use the Gift for other purposes as nearly aligned to the Donor's original intent, after consultation with the Donor if possible, as the Board deems appropriate under the circumstances

# Name of the Fund

In grateful recognition of the Donor's generosity and in reliance upon this Agreement, the Foundation agrees to establish an endowment fund to be known as the insert name of fund.

# Purpose

The gift amount will be added to the corpus of Interior Industry Growth fund and the spendable income shall be used to support the fund as follows: to support research, education, marketing, and other interior landscape related projects that serve to support Green Plants for Green Buildings’ core purpose of being the catalyst for developing a community of professionals and practitioners to connect people to the aesthetic, wellbeing, and economic value of plants in the places where we work, learn, heal, and live.

# Recognition

The Donor's contribution may be noted in future National Horticulture Foundation publications. Formal press releases or specific articles will be submitted to the Donor for approval.

# FOUNDATION AS OWNER OF THE FUND:

This Fund shall be the property of the Foundation and owned by it in its corporate capacity. In such capacity, the Foundation shall have the ultimate authority and control of all property in the Fund, to make distributions therefrom for the charitable purposes of the Foundation.

Anything herein to the contrary notwithstanding, this Agreement shall be subject to and governed by the articles of incorporation and bylaws of the Foundation, as from time to time amended; and the Fund hereby created shall be held, managed, and used in all respects in accordance with the terms of the governing instruments of the Foundation, as amended from time to time, and resolutions and procedures adopted by the Board of Directors of the Foundation under the authority of its governing instruments.

1. **Reporting**

If requested, the fund administrator shall make available to the donor the report shared with the GPGB board a report on the amount of funds in the fund’s principal, earned interest, reserve account (if any) and fund performance.

# Foundation Qualification

By letter dated, the Internal Revenue Service has declared the National Horticulture Foundation, Inc. to be a duly qualified charitable organization under section 501(c)(3) .

In WITNESS WHEREOF, Donor and the National Horticulture Foundation have caused this agreement to be executed by themselves or their duly authorized officers, as of the day and year first above written.

DONOR NAME:

Signature:

Date: ­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

National Horticulture Foundation (Foundation):

Represented by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:

Date: ­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing address: 1533 Park Center Drive

Orlando, FL 32835

Email: info@nationalhorticulturefoundation.org

Phone: 800-375-3642