

MAJOR BENEFACTOR AGREEMENT

The **Epsilon Lambda Charitable** Foundation is qualified as a tax-exempt, charitable organization under Section 501(c)(3) of the Internal Revenue Code, and contributions are tax deductible to the extent provided by law.

Checks should be made payable or securities assigned to:

Epsilon Lambda Charitable Foundation c/o Capital Campaign P.O. Box 78301 St. Louis, MO 63178

If you require further information, please email:

elcf.capitalcampaign@gmail.com

Visit

www.ELCharitableFoundation.org for more information about our organization.

EPSILON LAMBDA CHARITABLE FOUNDATION CAPITAL CAMPAIGN

I/We hereby agree to donate and pay the sum of \$ as a Major Benefactor of the Epsilon Lambda Charitable Foundation Capital Campaign, and which as provided for herein is designated for the benefit of the Epsilon Lambda Charitable Foundation. The Donor hereby agrees and acknowledges that the **Epsilon Lambda Charitable** Foundation will fund beneficial programs and facility improvements in furtherance of the Foundation's stated mission, and make commitments to all relevant parties in reliance on the Donor's promise. It is further understood and agreed that the donation will be paid in full on or before the date provided below. Furthermore, the Donor agrees to the provisions provided herein of this Benefactor Agreement. The Donor shall be commemorated as follows: (Donor / Organization Name) I/We plan to full this pledge as follows (choose one): Equal monthly installments over ____ years (no more than 5) to begin on (Date) Estimated to be \$ / month ____ Equal yearly installments over ____ years (no more than 5) to begin on (Date) Estimated to be \$ / year One lump sum payment of \$_ As agreed to by: **Donor Epsilon Lambda Charitable Foundation** (Signature) (Signature) (Print Name) (Print Name) (Email Adddress) Title (Date) (Date)

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This Donation Agreement ("Agreement") is made on the afore signed date between the afore signed Donor/Organization and their assignee (hereinafter referred to as "the Donor"), and the Epsilon Lambda Charitable Foundation (hereinafter referred to as "the Foundation"), a non-profit organization located in St. Louis, Missouri. The Donor and the Foundation agree as follows:

- 1. **Donor Commitment.** The Donor hereby pledges to the Foundation the sum of \$______, which as provided for herein is designated for the benefit of the "Epsilon Lambda Charitable Foundation Capital Campaign".
- 2. **Donor Purpose.** It is understood and agreed that the donation will be used to establish the "*Epsilon Lambda Charitable Foundation Capital Campaign*" from which the Foundation will fund beneficial programs and facility improvements in furtherance of the Foundation's stated mission.
- 3. **Payment**. It is further understood and agreed that the gift will be paid in full on or before aforementioned date. It is also understood and agreed that the donations as received may be invested by a third-party that shall best determine investment options for this *Capital Campaign*. (see Item #4 below). The spending policy for the *Capital Campaign* will be the policy set forth and approved by the Foundation's Board of Directors.
- 4. **Capital Campaign Fund.** The donation specified above shall be used for the purpose of creating a *Capital Campaign* Fund to be known as the "*Epsilon Lambda Charitable Foundation Capital Campaign*". The assets of the *Capital Campaign Fund* may be merged or pooled for investment and investment management purposes with the general fund or other assets of the Foundation and managed and invested in accordance with the Foundation's policy and procedure but shall be entered on the books and records of the Foundation as the "*Epsilon Lambda Charitable Foundation Capital Campaign*".
- 5. **Intent.** It is the agreement of the parties and the intention of the Donor that this gift shall be used solely for purposes outlined by the Epsilon Lambda Charitable Foundation's Board of Directors. The agreement to commit to fulfilling the gift is solely on the Donor and any unpaid promised installment under this Agreement does not create any obligation beyond that promise.
- 6. **Recognition by the Foundation.** To honor the Donor, and to express the appreciation of the Foundation, publicity in the form of news announcements, both internal and external, will be made in the annual report with the permission of the Donor.
- 7. **Reporting and Stewardship.** Reports on performance of the Fund and use of the proceeds shall be provided annually to the Donor.
- 8. **Additional Gifts.** The Donor reserves the right to increase the Fund through additional gifts and hereby consents to additional contributions to the Fund by any individual, corporation, foundation, trust, estate or other legal entity through individual gift, bequest or other gift vehicle, and all gifts so designated shall be subject to the provisions of this Agreement.
- 9. **Future Changed Circumstances.** If, in the opinion of the Board of Directors of the Foundation, all or part of this gift cannot at some time in the future be usefully or practically applied to the above purposes or if the purpose cannot be achieved because of a future change in law or unforeseeable circumstances, it may be used for any related purpose which in the opinion of the Board of Directors will most nearly accomplish the Donor's wishes.
- 10. **Morality Clause.** If at any time the donor or his or her name may compromise the public trust or the reputation of the institution, including acts of moral turpitude, the institution with the approval of the board of directors has the right to remove the name or return the gift.
- 11. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Missouri. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.