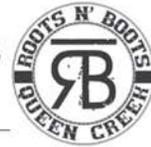




Friends of
A 501(c)(3) charitable organization

Horseshoe Park
P.O. Box 1062 | Queen Creek, AZ 85142
www.FriendsOfHorseshoePark.org

doing business as
ROOTS N' BOOTS
Queen Creek
More than a rodeo!



Arena 3 Cover Gift Agreement

This Gift Agreement (the "Agreement") is made this ____ day of _____, _____, by and among

(hereinafter referred to as "the Donor" or "Donor"), and Friends of Horseshoe Park dba Roots N' Boots Queen Creek, (hereinafter referred to as "FOHP"), a 501(1)c non-profit corporation organized within the State of Arizona.

The Donor and FOHP agree as follows:

1. Donor Commitment.

The Donor hereby pledges to FOHP the sum of \$_____, which as provided for herein is designated for the benefit of covering Arena 3 at Horseshoe Park and Equestrian Centre, a Town of Queen Creek facility.

2. Donor Purpose.

a. Purpose. It is understood and agreed that the gift will be used to cover Arena 3 at Horseshoe Park and Equestrian Centre, and the costs related to installing that cover, as determined by the FOHP Board of Directors.

b. Additional Allocation: It is understood and agreed that \$_____ of the donated amount will be used as follows: _____
within the context of covering Arena 3 at Horseshoe Park and Equestrian Centre.

3. Payment. It is further understood and agreed that the full gift amount will be paid in full on or before _____, but no later than 15March2020. An agreed upon agreed payment schedule, if any, is as follows:

Arena 3 Cover Gift Agreement

4. Donation Receipt. This agreement serves as the Donor's receipt for their donation to FOHP, a recognized 501(c)3.
5. Return of Donation. If, by _____ the covering of Arena 3 at Horseshoe Park and Equestrian Centre has not been committed to by the Town of Queen Creek, this donation will be either:
 - a. Returned to the Donor within 30 days after the date specified in (5) above (Yes____ , No _____), and/or
 - b. Used in another HPEC project, as agreed to between the Donor and FOHP under separate agreement. (Yes____ , No _____)
6. Recognition FOHP. To honor the Donor, and to express the appreciation of FOHP, publicity in the form of news announcements, press releases and/or social media, will be made with the permission of the Donor.
 - a. Publication Restrictions are as follows: _____
7. Reporting and Stewardship. Reports on performance of the overall fundraising effort and project status shall be provided upon request to the Donor.
8. Amendment. By mutual consent of FOHP and the Donor, the Donor's legally or duly appointed agent or attorney-in-fact, or the personal representative of the Donor's estate, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.
9. 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 Arizona. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

In witness whereof, the parties to this Agreement have affixed their signatures:

Signed by:

Donor

Friends of Horseshoe Park

Name:

Jon Wootten

Title:

President, Friends of Horseshoe Park

Date:

Date: