

**Gift Agreement**

This Gift Agreement (“Agreement”), effective as of \_\_\_\_\_ (“Effective Date”), is made and entered into by and between \_\_\_\_\_ (“Donor”), Santa Cruz Public Libraries (“SCPL”), and Friends of the Santa Cruz Public Libraries (“Friends”) (individually referred to as the “Party” and collectively referred to as the “Parties”).

**RECITALS**

WHEREAS, Donor wishes to make a charitable gift as further described herein to SCPL for the use and benefit of SCPL as set forth in this Agreement.

WHEREAS, SCPL desires to accept such gift, subject to the terms and conditions set forth in this Agreement and the SCPL’s published Gifts Policy #309.

WHEREAS, Friends desires to act as an intermediary between the Donor and SCPL to accept such gifts from the Donor for the benefit of SCPL.

**AGREEMENT**

NOW, THEREFORE, it is agreed between the Parties as follows:

1. **Recitals**. The Parties agree to incorporate the above Recitals hereto into this Agreement.
2. **Gift**. Donor hereby pledges to SCPL, for the use and benefit of SCPL, the following gift:  
[Monetary gift of \$ \_\_\_\_\_ or describe physical gift] (“Gift”).
3. **Payment or Delivery of the Gift**. The Gift is an irrevocable pledge that will be [paid/delivered] to Friends.

[Add for monetary gifts] Payment shall be paid by Donor to Friends, via check, electronic funds transfer, stocks or other securities, or other methods acceptable to SCPL and Friends.

[ADD for monetary gifts that will be made in payments] This Gift shall be provided in payments made pursuant to the payment schedule provided in the table below:

Payment Schedule	Amount	Date
First (Initial)		
Second		
Third		

Donor may accelerate the payment of any or all of this pledge at any time in Donor's discretion so long as the cumulative total of all gift payments meets the foregoing schedule.

[ADD for physical non-monetary gifts] Donor shall be solely responsible for transporting and delivering the Gift to Friends, including paying for all associated costs. Donor shall coordinate with Friends on an agreeable time and place for such delivery.

4. **Use of the Gift.** The Gift shall be used to help fund the [(CHOOSE) library services, programs, materials or capital improvements of the \_\_\_\_\_ Branch Library].

5. [Optional] **Acknowledgment.**

[ADD if gift requires naming rights] In consideration for the Gift, SCPL agrees to provide certain naming rights pursuant to a Naming Rights Agreement which the Donor and SCPL agree to enter into concurrently with this Agreement, in a form provided by SCPL.

[ADD any other acknowledgment terms]. In consideration for the Gift, SCPL agrees to [CHOOSE acknowledgment on SCPL's website, or including a book plate in any books funded by the Gift, etc.].

6. **Publicity.** Donor agrees that for purposes of publicizing the Gift and the Naming, SCPL and Friends will have the right, without charge, to photograph the Donor and use the names, likenesses, and images of the Donor in photographic, audiovisual, digital or any other form of medium (the "Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing SCPL's development and activities. Donor hereby releases, discharges, and agrees to indemnify and hold harmless SCPL and Friends from any and all claims, demands, liability, losses, costs, and causes of actions that Donor has or may have by reason of this authorization or use of Donor's photographs, names, likenesses, and images, including any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said images, or in using or processing towards the completion of the finished product, including publication in Media Materials.

7. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by any Party without the prior written consent of the other Parties, whose consent shall be in the sole and absolute discretion of the non-assigning Party.

8. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the Parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by the Parties hereto.

9. **Headings.** The headings inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

10. **Amendment.** This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the Parties.
11. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard in Santa Cruz County, California, and each Party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient.
12. **Indemnification.** Donor agrees to indemnify, defend, and hold harmless SCPL and Friends, and each of the entities' respective officers, officials, agents, volunteers and employees, to the fullest extent permitted by law, from and against any and all claims, demands, actions, damages, losses, liabilities, and/or judgments, including reasonable attorneys' fees, associated costs of investigation and defense, related to or arising out of in any manner from Donor's acts or omissions under this Agreement, the Gift, Donor's breach of this Agreement, or SCPL's or Friend's use of the Donor's name or image, except where caused by the sole negligence or willful misconduct of SCPL or Friends.
13. **Relationship of Parties.** It is expressly understood nothing herein shall be construed to create or imply any relationship of employment, agency, or partnership between the Parties.
14. **Severability.** The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
15. **Waiver.** Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
16. **Contract Interpretation.** Each Party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
17. **Attorneys' Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief.
18. **Counterparts.** The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.
19. **Warranty of Authority.** The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

ACCEPTED AND AGREED TO:

DONOR NAME

\_\_\_\_\_

(Donor Name)

SANTA CRUZ PUBLIC LIBRARIES

By: \_\_\_\_\_

Name:

Title: Director of Libraries

FRIENDS OF SANTA CRUZ  
PUBLIC LIBRARIES

By: \_\_\_\_\_

Name:

President of Board of Directors