



Separate Named Fund Agreement

GIFT AGREEMENT
BETWEEN

AND
NAPLES CHILDREN AND EDUCATION FOUNDATION, INC.

This agreement dated _____, 20____ is made between the Naples Children and Education Foundation, Inc. (“NCEF”) and _____ (“Donor”).

Recitals

- A. NCEF owns a separate endowment fund (the “Endowment”).
- B. Donor wishes to make a gift to the Endowment.
- C. NCEF is willing to create a separate fund named for Donor to be held as part of the Endowment, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises below, the parties agree as follows:

1. Pledge. Donor promises to contribute \$_____ [cannot be less than \$250,000] (the “Contribution”) to the Endowment.
2. Separate Fund. NCEF agrees to hold the Contribution as a separate fund in the Endowment, to be called the “Donor NCEF Endowed Fund” (the “Fund”), and NCEF will list the Contribution and the establishment of the Fund in its annual report.
3. Partial Contributions. NCEF will create the Fund upon the execution of this Agreement and a cash contribution of at least \$25,000. Donor agrees to fulfill the agreed Contribution Amount no later than five (5) years from the date of this Agreement. If the Donor does not fulfill the Fund as committed, the Fund may be consolidated with the general Endowment fund.
4. Additions. Donor may at any time make additional contributions to the Fund beyond the initial ontribution.
5. Allocation of Distributions from the Fund. The Fund will be invested as part of the Endowment, and an annual distribution will be made from the Fund to NCEF pursuant to the

regular operating policies of the Endowment and NCEF. NCEF agrees that the annual distribution attributable to the Fund will be allocated as follows:

- a) _____ % to defray NCEF administrative costs;
- b) _____ % to grants focused on Child Advocacy;
- c) _____ % to grants focused on Early Learning;
- d) _____ % to grants focused on Healthcare/Medical;
- e) _____ % to grants focused on Out-of-School Time;

6. Binding Nature of Pledge. To the extent that the initial Contribution has not been fully paid, Donor understands that NCEF has acted in reliance upon this Agreement in publicizing the Contribution and taking steps to implement the terms of the Fund. Accordingly, Donor agrees that the Pledge is a legal obligation that is binding upon Donor and his or her successors and assigns, including Donor's estate.

7. Amendments. No amendment to this Agreement shall be effective unless it shall be in writing and signed by each party.

8. Governing Law. This Agreement shall be governed by Florida law.

9. Arbitration. Donor and NCEF agree that any dispute under this Agreement shall be settled by arbitration administered by the American Arbitration Association in accordance to its rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

10. Venue. In any arbitration or court proceeding relating to this Agreement, the parties agree that venue shall be in Collier County, Florida.

11. Counterparts. This Agreement may be signed in identical counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of date first set forth above.

DONOR(S):

NCEF:

(Donor(s) (date)

By: _____
Maria Jimenez-Lara, CEO (date)

(Donor(s) (date)

By: _____
Joan Larson, CFO (date)

By: _____
Max Guinn, Treasurer (date)

THE NAPLES CHILDREN & EDUCATION FOUNDATION IS A 501(c)(3) TAX EXEMPT ORGANIZATION - EIN: 65-1001650. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE, WITHIN THE STATE, 1-800-HELPFLA, OR VIA THE INTERNET AT WWW.800HELPFLA.COM. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE. STATE SOLICITATION REGISTRATION NUMBER CH13065.