

## Charitable Pledge Agreement

This Charitable Pledge Agreement (“Agreement”), effective as of \_\_\_\_\_ (“Effective Date”), is made and entered into by and between \_\_\_\_\_ (“Donor”), whose address is \_\_\_\_\_, and Dance Alive, Inc. and its Board of Trustees (a 501(c)(3) charitable organization collectively referred to as the “Recipient”) for the use and benefit of Dance Alive, Inc. all under the terms and conditions outlined below. In consideration of the mutual promises and benefits, the parties agree as follows:

1. We or I, \_\_\_\_\_ (the “Donor”) hereby pledge and agree to pay to Dance Alive, Inc. the sum of \_\_\_\_\_. Donor agrees to make future contribution(s) either in one lump sum or in annual amounts for the purpose of satisfying the pledge and further agrees that in any event, the pledged amounts will be paid by the following date \_\_\_\_\_, which date shall not be no later than December 31, 2025. 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 payments are paid by the above receipt date. Payments shall be paid by Donor to Recipient via check, electronic funds transfer, transfer of stocks or other securities, or other methods acceptable to Donor and Recipient.
2. The Recipient, Dance Alive, Inc. agrees that it will apply the pledged amounts when received in accordance with its mission and tax exempt purposes and further acknowledges the following restricted versus unrestricted use designation hereby made by Donor.
  - A. Pledged amounts are to be considered unrestricted and can be used for any charitable mission of Recipient. Donor please initial here \_\_\_\_\_ to establish pledged amounts as “**Unrestricted**”; or
  - B. Received pledge amounts are only to be applied towards the paying of the expenditures of acquiring the land and undertaking the intended building construction for a new location for Dance Alive, Inc. and the Pofahl School, (once merged and made part of the non-profit Dance Alive, Inc.), referred to hereafter as “the Project”. Dance Alive, Inc. agrees with Donor that it will consider these pledged amounts as “restricted funds and expects that Recipient will set up appropriate “**restricted accounts**” per applicable accounting rules for non-profits. Donor please initial here \_\_\_\_\_ to establish pledged amounts as “**Restricted**”.
  - C. Where the Project is terminated or abandoned for any reason and there exists any remainder of the received pledged amount outstanding and unspent, the Recipient agrees to provide Donor with a written notice made by certified mail-return receipt requested, then giving the Donor to obligation to respond within 30 days to either:
    - (i) Sanction any remaining and received Pledged amounts to become unrestricted; or
    - (ii) Direct that they be used for a specified purpose; or

(iii) Direct that any such Pledged amounts be refunded to the Donor.

Failure of the Donor to provide a written response made by certified mail-return receipt requested and in the time granted above, shall allow Recipient to treat such received pledged amounts as unrestricted.

D. Pursuant to pledging the sums set forth in paragraph 1, where Donor does NOT require any such naming rights as a condition of making the pledge, please initial here \_\_\_\_\_.

To the extent Naming rights ARE part of the terms and conditions of making the pledge, please, after calling Ms. Kim Tuttle: 352-359-2007 or emailing her: kim@dancealive.org for available naming rights, detail in the following lines below what Name(s) are intended to be used and in conjunction with what part(s) of the proposed Building.

3. **Acknowledgment and Publicity.** Donor shall direct and have the absolute right to designate whether any pledged amounts are to remain anonymous. If anonymity IS required as a condition of making the pledge, please initial here \_\_\_\_\_.

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

If no anonymity is required by Donor, Donor acknowledges and agrees with the following: Recipient shall choose the time and format of any Donor recognition. Additionally for purposes of publicizing the pledged amounts and any associated Naming, the Recipient will have the right, without charge, to photograph the Donor(s) 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 development and activities.

4. **Termination of Naming.** In addition to any rights and remedies available at law, the Recipient may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming rights under the following circumstances and outcomes:

A. In the event of any default in payment of the pledged amounts as provided in this Agreement, or

B. In the unlikely event the Recipient determines in its reasonable and good faith opinion that circumstances have changed such that the Naming chosen by the Donor would adversely impact the reputation, image, mission or integrity of the Recipient.

C. Upon any such termination of this Agreement and/or the Naming hereunder, the Recipient and the entity Dance Alive, Inc. shall have no further obligation or liability to Donor and shall not be required to return any portion of the pledged amounts already paid. The Recipient, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the pledged amounts already received.

- 5. **Modification of Naming.** If during the useful life of the Recipient, it ceases doing business for any reason, then any naming rights set forth in paragraph 2 above, will cease.
- 6. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
- 7. **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 both parties hereto. The captions 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.
- 8. **Recipient Approval.** This Agreement and the recognition and naming provided for herein are subject to the approval by the Recipient and this Agreement will not be effective unless and until approved by the Recipient. Recipient approval and its subsequent signing of this Agreement will be based upon a favorable review by the Chairman of the Board, the Executive Vice President and Capital Campaign Chairman. Donor acknowledges that this review is intended to determine if the type and conditions of the pledge, the identity of the donor making the pledge, and the donor's intent are all consistent with Dance Alive, Inc.'s values and beliefs and align with the vision and mission of Dance Alive, Inc.

ACCEPTED AND AGREED TO:

Donor(s) Recipient (Dance Alive Inc. and its Board of Trustees)

By: \_\_\_\_\_ By: \_\_\_\_\_  
Signature Kim Tuttle, Executive Vice President

\_\_\_\_\_ Date: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_ Email Address(es): \_\_\_\_\_  
Print Name

Mailing Address: \_\_\_\_\_