

**SAMPLE<sup>1</sup> DONOR AGREEMENT FOR  
THE HEALTH FOUNDATION OF GREATER INDIANAPOLIS, INC.,**

This Donor Agreement for The Health Foundation of Greater Indianapolis, Inc. (“Agreement”) is made between The Health Foundation of Greater Indianapolis, Inc. (the “Foundation”), a domestic nonprofit private foundation, with its principal office address at 429 East Vermont Street, Suite 104, Indianapolis, Indiana, 46202, and [Donor’s Name] (“Donor”), on [Date].

**Recitals**

**WHEREAS**, Donor desires to make a [Type of Planned Gift] to the Foundation to promote the Foundation’s mission of supporting community health initiatives; and

**WHEREAS**, in furtherance of the above goal, Donor desires to direct the funds to be used [for a particular purpose / for the area of greatest need, in the Foundation’s discretion / as the Foundation sees fit, in its discretion]; and

**WHEREAS**, the Foundation is willing and able to accept the funds and direct them towards the Donor’s desired use.

**General Provisions**

**NOW, THEREFORE**, the Foundation and Donor agree as follows:

**1. GIFT DESIGNATION.** Donor transfers irrevocably to the Foundation [identification of the property being transferred] (the “Gift”) described in the attached Exhibit A.

**2. PURPOSE.** The purpose of the Gift shall be to provide support as directed by the Board of Directors (the “Board”) of the Foundation for [designated use / what the Foundation determines is the best use], consistent with the Foundation’s mission.

**3. DISTRIBUTIONS.** [Information about distributions, if applicable].

**4. ADMINISTRATIVE PROVISIONS.** Notwithstanding anything to the contrary herein, the Foundation shall hold and administer the Gift subject to federal and state law and the Foundation’s Articles of Incorporation and Bylaws, as amended from time to time.

**5. CHOICE OF LAW AND VENUE.** This Agreement and all related proceedings shall be governed by and interpreted under the laws of the State of Indiana. Any action with respect to this Agreement shall be brought in or venued to a court of competent jurisdiction in Indiana.

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<sup>1</sup> **DISCLAIMER:** The prospective Donor is not required to use the above Sample Form. The Sample Form is provided for guidance only and does not represent a complete agreement advisable for every Planned Gift.

**6. CONDITIONS FOR ACCEPTANCE OF GIFTS.** The Donor agrees and acknowledges that the Gift is made in recognition of, and subject at all times to, federal and state law and the Foundation's Articles of Incorporation and Bylaws, as amended from time to time, including, but not by way of limitation, provisions for:

- a. Presumption of Donor's intent;
- b. Variance from Donor's direction; and
- c. Amendments.

**7. CONTINUITY OF THE GIFT.** The Gift shall be fulfilled so long as assets are available and the purposes of the Gift can be served by its continuation. If the Gift is terminated, the Foundation shall use any remaining assets in the Gift exclusively for charitable or other exempt purposes that:

- a. are within the scope of the charitable and other exempt purposes of the Foundation; and
- b. most nearly approximate, in the good faith opinion of the Board, the original purpose of the Gift.

**8. INVESTMENT OF THE GIFT.** The Foundation shall have all powers necessary, or in its judgment desirable, to carry out the purposes of the Gift including, but not limited to, the power to retain, invest, and reinvest the Gift and the power to commingle the Gift for investment purposes with those of other funds or the Foundation's general assets.

**9. NO REPRESENTATION REGARDING TAX OR ESTATE TREATMENT.** The Foundation expressly makes no representations or warranties to Donor regarding the Gift's tax treatment or its benefits, Donor's ability to obtain a tax deduction for the Gift, the Gift's effects on Donor's estate, or any other financial consequences of the Gift. Donor has been advised and agrees to consult its own personal tax advisor with respect to such tax and estate matters.

[GO TO NEXT PAGE]

**Execution**

**IN WITNESS WHEREOF**, The Health Foundation of Greater Indianapolis, Inc., and [Donor's Name], by a duly authorized officer, have executed this Agreement as of the day and year first above written.

**DONOR:**

\_\_\_\_\_  
[Donor's Name]

**THE HEALTH FOUNDATION OF GREATER INDIANAPOLIS, INC.:**

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

Title: \_\_\_\_\_

**EXHIBIT A**

DESCRIPTION OF INITIAL GIFT TO THE FOUNDATION:

[Description of Gift]