

Naming Rights
Gift Agreement

This agreement, dated this ____ day of _____[MONTH], _____[YEAR], is made and entered into between _____[DONOR] (“Donor”), Sweetwater One Public School Foundation (“the Foundation”) and Sweetwater County School District Number One, State of Wyoming (“the District”).

WHEREAS, the Donor desires to make a gift honoring _____[HONOREE], a [former teacher of the District], to the Foundation for the Benefit of the District, and

WHEREAS, the Foundation shall present the proceeds of the gift or any endowment created by the gift to the District to facilitate enhancements to educational opportunities.

THEREFORE, the parties do hereby agree as follows:

1. Funding the Gift

The Donor pledges to make a gift to the Foundation of cash or securities totaling at least [\$00,000.00] delivered within a reasonable time following the execution of this Agreement (“gift”).

The gift will be classified by the Foundation as a donor-restricted endowment permitting the funds received to be perpetually invested in accord with Foundation policies.

2. Establishment

The parties agree that in recognition of the receipt of the gift the facility now known as the _____[FACILITY/ROOM] of _____[SCHOOL] School, at _____[ADDRESS], Rock Springs, Wyoming, shall be publically designated as the _____[FACILITY NAME] in honor of the _____[HONOREE]’s service to the District as a teacher. The naming designation shall become effective on such a date as the minimum funding requirements of the gift have been received and are accepted by the Foundation of the District under the terms of Board Policy File FF, incorporated herein by reference.

3. Designation

The _____[FACILITY NAME] will be identified by appropriately designated and placed signage or plaque with Donor’s approval. The commemorative sign or plaque will include a photographic or other reproduction of _____[HONOREE] and information of his/her life and contribution to

education in the District, to be located within the Library. The Donor grants to the Foundation and the District full and complete rights to the use of physical reproduction and name so selected by the Donor for all purposes related to the _____ [SCHOOL] School and the District.

4. Gift Acknowledgement

The Donor authorizes the District and the Foundation to publically acknowledge this gift and reference it in the media, as the Foundation and the District deem appropriate.

5. Investments

Unless otherwise agreed, the investment and management of any endowment created or funded by their gift, as well as the expenditure of any earnings generated, shall be solely at the discretion of the Foundation and in accordance with the policies and procedures of the Foundation.

6. Alternative Application of Gift Funds

If a restriction contained in the gift agreement on the management, investment, purpose or use of endowed funds is unlawful, impracticable, impossible to achieve, or wasteful, the Foundation will notify the donor and request the donor's consent to release or modify such restriction. If the Foundation is unable to contact the donor, the Foundation may request a court modify or release such restriction under the Uniform Prudent Management of Institution Funds Act (UPMIFA).

7. Alternative Space Utilization

If, in the future, a space use change, renovation, or the other circumstances within the District's sole discretion prevent the association of the name with the facility identified in this agreement, the Foundation will attempt to inform the Donor, if possible.

8. Miscellaneous

This agreement constitutes the complete and entire agreement between the parties and no party has relied on any representations, oral or written, which are not set forth in this Agreement.

IN WITNESS WHEREOF, the parties, or their authorized representative, have executed this agreement to be effective as of the date written above.

DONOR

[DONOR], Date
Donor

**SWEETWATER COUNTY SCHOOL DISTRICT NUMBER ONE,
STATE OF WYOMING**

Board of Trustees Date

SWEETWATER ONE PUBLIC SCHOOL FOUNDATION

[DIRECTOR], Date
Executive Director