



**BREWSTER THEATER COMPANY
GIFT AGREEMENT
RAISE THE CURTAIN CAPITAL CAMPAIGN**

The following sets forth the agreement between

Donor Name (the "Donor") _____

and The Brewster Theater Company (BTC).

This agreement will be made part of the BTC's records and is intended as a guide to those who administer the Capital Campaign.

1. Gift

The Donor, in consideration of [his, her, their, its] abiding interest in BTC , hereby [pledges, gives] to BTC in the amount of [\$ _____] which will be utilized by the BTC for the purpose hereinafter set forth.

2. Purpose

The Donor's gift will be used to support the construction or renovation of a space for BTC to establish a theater with a long-term residence. In grateful recognition of the Donor's generosity, and in reliance upon this agreement, BTC agrees to provide recognition to the donor in the following manner:

(Donor will be provided this document with the appropriate recognition at each level)

It is understood that BTC will ensure recognition of the Donor(s) is consistent with BTC's standards for donor recognition and fits with the esthetics and architecture of the space.

3. Schedule and Form of Contributions

The Donor will make an initial payment of [\$ _____] on or before [Month, day, year]. The Donor agrees to make subsequent gifts of [\$ _____] each year from [year2 to year5] for a total gift of [\$ _____]. Any and all payments may be prepaid. Due to the significant tax issues associated with the fulfillment of personal pledges, BTC may not accept payments from certain sources to fulfill personal pledges.

4. Recognition

Recognition of the gift will be made as defined below:

I/We wish to have my/our name listed as follows (please print clearly on the line below).

I/We wish no publicity with respect to this gift. _____

I/We wish for this gift to remain anonymous. _____

Naming rights or recognition shall exist for the useful life of the Theater or Named Space. In the event that the asset is demolished, destroyed, or ceases to be used by BTC, or in the event that the Named Spaces are relocated or substantially renovated, the President or Fundraising Chair shall work with the Donor, or the Donor's designee, to determine another appropriate form of recognition for the support provided by this gift.

In the event that the entire gift amount is not received by BTC as agreed upon, BTC may, in its sole discretion, remove the Donor's recognition and offer the Donor an alternate naming opportunity appropriate to the total amount of the Donor's gift. BTC would not issue full or partial refunds as a result of any unfulfilled pledges.

Specific details regarding execution of public relations and media strategy will be handled in an addendum to the gift agreement for each gift, as appropriate.

5. Contingency

If at any time BTC determines that the honoree's activities reflect negatively on BTC's public image, or are in material conflict with its mission, BTC will have the right to terminate naming rights.

6. Tax Exempt Entity

BTC represents that it is qualified as a charitable organization under Section 501(c)(3) of the Internal Revenue Code. BTC's Federal Tax Identification number is 20-4946387.

Donations under this agreement are not refundable due to the tax-exempt nature of the donation.

7. Applicable Law

This agreement represents the entire agreement of the parties, supersedes all prior discussions and agreements, and may not be amended except by written agreement signed by each of the parties hereto. This agreement will be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Donor and representatives of BTC have executed this agreement on this the day <<MONTH DAY,>> of <YEAR>,

THE BOARD OF TRUSTEES OF THE BREWSTER THEATER COMPANY:

By _____
President

[Full Legal Name of Donor]
