

Gift Agreement

This Gift Agreement (“Agreement”), effective as of XXX (“Effective Date”), is made and entered into by and between XXX, whose address is XXX (“Donor”), and Santa Cruz Public Libraries (“SCPL”) for the use and benefit of the XXX Branch Library (“Branch Library”) (collectively referred to as the “Parties”).

Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the Parties hereto hereby agree as follows:

RECITALS

Donor wishes to make a charitable gift as further described herein to SCPL for the use and benefit of the XXX Branch Library as set forth in this Agreement.

SCPL desires to accept such gift, subject to the terms and conditions set forth in this Agreement and the SCPL’s published Gifts Policy.

AGREEMENT

- 1. **Recitals.** The Parties agree to incorporate the above Recitals hereto into this Agreement.
- 2. **Gift.** Donor hereby pledges to SCPL for the use and benefit of the XXX Branch Library the following gift: \$XXX (“Gift”).
- 3. **Payment of the Gift.** The Gift is an irrevocable pledge that will be paid to the Friends of the Santa Cruz Public Libraries (“FSCPL”).

Payments in support of this pledge will begin immediately upon the execution of this Agreement with a (initial) payment of \$XXX (ADD additional language if there is a schedule of payment):

<u>Amount of payment by Donor</u>	<u>Due Date</u>
\$ XXX	(Date)
\$ XXX (Optional)	(Date)

Optional: 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 gift payments meets the foregoing schedule. Payments shall be paid by Donor to the FSCPL, via check, electronic funds transfer, stocks or other securities, or other methods acceptable to Donor and FSCPL.

- 4. **Use of the Gift.** The Gift shall be used to help fund the [(CHOOSE) library services, programs, materials or facility improvements of the XXX Branch Library].
- 5. **Acknowledgment (optional).**

In consideration for the Gift, SCPL will acknowledge the Gift by:

Naming the XXX Room, (the “Facility”), the XXX Room, (hereinafter referred to as the “Naming”). Subject to the terms of this Agreement and subject to early termination of this Agreement as provided in Section 6 below, the Naming will last for ten (10) years after the payment of the Gift, or after payment of the initial payment as provided in Section 3 above.

SCPL shall consult Donor regarding the placement and design of the signage, provided however, SCPL shall in its sole discretion make the final determinations of placement and design of the signage and any plaques. SCPL shall also reserve the right to move or modify the placement and design of the signage after initial placement or installment.

6. **Termination of Agreement and Naming.** In addition to any rights and remedies available at law, SCPL may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming:
- a. Where the Donor fails to complete a monetary donation commitment provided in this Agreement, or the Donor fails to make any scheduled payment required hereunder if applicable; or
 - b. In the unlikely event SCPL determines in its reasonable and good faith opinion, as determined by a majority vote of the SCPL Joint Powers Authority Board after at least one public hearing after notice to Donor and an opportunity for Donor to make a statement that the Naming should not be terminated, that circumstances have changed such that the Naming chosen by the Donor would adversely impact the reputation, image, mission or integrity of SCPL, in the event of a continued association with Donor and the continuation of the Naming provided for herein; or
 - c. If the Branch Library is closed, deconstructed, destroyed, or severely damaged such that the Branch Library is closed to the public for a period of time in excess of two years; or
 - d. In the event the Branch Library goes through a renovation, and the Branch Library is closed to the public for a period of time in excess of 18 months for that renovation, and a donor campaign is needed to fund the renovation, SCPL shall offer the naming rights to the same or a similar room to Donor, if available; or
 - e. If Donor materially breaches its obligations under this Agreement and, after receiving written notice from SCPL identifying such material breach, fails to cure such material breach within 15 days of such notice.

Upon any such termination of this Agreement and/or the Naming hereunder, SCPL shall have no further obligation or liability to Donor and shall not be required to return any portion of the Gift already paid. SCPL, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the Gift already received.

7. **Request for Name Change.** Donor may request to change the Naming with the prior written approval of SCPL. In the event SCPL agrees to change the Naming in its sole discretion, the cost of effectuating such change shall be the sole responsibility of Donor, and any and all costs and expenses incurred by SCPL in connection with such change shall be paid by Donor promptly.
8. **Publicity.** Donor agrees that for purposes of publicizing the Gift and the Naming, SCPL will have the right, without charge, to photograph the Donor 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 SCPL's development and business activities. Donor hereby releases, discharges, and agrees to indemnify and hold harmless SCPL from all claims, demands, liability, losses, costs, and causes of actions that Donor has or may have by reason of this authorization or use of Donor's photographs, names, likenesses, and images, including any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said images, or in processing tending towards the completion of the finished product, including publication in Media Materials.
9. **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.
10. **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.
11. **Headings.** The headings 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.

12. **Amendment.** This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the Parties.
13. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard in Santa Cruz County, California, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient.
14. **Indemnification.** Donor agrees to indemnify, defend, and hold harmless SCPL, and each of the entity's respective officers, officials, agents, volunteers and employees, to the fullest extent permitted by law, from and against any and all claims, demands, actions, damages, losses, liabilities, and/or judgments, including reasonable attorneys' fees, associated costs of investigation and defense, related to or arising out of in any manner from Donor's acts or omissions under this Agreement, Donor's breach of this Agreement, or SCPL's use of the Donor's name or image, except where caused by the sole negligence or willful misconduct of SCPL.
15. **Relationship of Parties.** It is expressly understood nothing herein shall be construed to create or imply any relationship of employment, agency, or partnership between the Parties.
16. **Severability.** The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
17. **Waiver.** Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
18. **Counterparts.** The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.
19. **Warranty of Authority.** The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

ACCEPTED AND AGREED TO:

DONOR NAME

SANTA CRUZ PUBLIC LIBRARIES

(Donor Name)

By: _____
Name: XXX
Title: Library Director