



GIFT AGREEMENT

This Gift Agreement ("Agreement") is made this ____ day of _____, 20__ ("Effective Date"), by and between _____ whose address is _____ ("Donor") and Arcadia University, whose address is 450 S. Easton Road, Glenside, PA 19038 ("University").

Donor wishes to make a charitable gift to Arcadia University as set forth in this Agreement and Arcadia University desires to accept such gift, subject to the terms and conditions set forth in this Agreement. NOW, THEREFORE, in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

1. Gift. Donor hereby pledges to University a gift in the amount of _____ Dollars (\$_____) ("Gift").

2. Payment of the Gift. The Gift is an irrevocable pledge that will be paid to University on the date of the signing of this. Payments shall be paid by Donor to University via check, electronic funds transfer, stocks or other securities, or other methods acceptable to Donor and the University.

3. Use of the Gift. The Gift shall be used for any purposes within University's mission or purpose.

4. Acknowledgment. University shall acknowledge the Gift by naming the _____ located at _____ ("Facility") the _____ ("Naming"). Subject to the terms of this Agreement, the Naming will last for a period of _____ from the date the sign is placed on the Facility. Donor shall have the option to renew the Naming for two additional periods of one year each upon the same covenants, terms and conditions as those provided in this Agreement.

5. Termination of Naming. In addition to any rights and remedies available at law, University may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming:

a. In the event of any default in payment of the Gift as provided in this Agreement, or

b. In the unlikely event that University, through its President and/or Board of Trustees, determines in their 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 University, in the event of a continued association with Donor and the continuation of the Naming provided for herein.

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

6. Modification of Naming. If during the useful life of the Facility, the Facility is transferred or conveyed from University, closed, deconstructed, destroyed or severely damaged, significantly renovated, upgraded, or modified, relocated, or replaced, then the Naming will cease. In such event, however, the Donor, and in consultation with and as mutually agreed by the University, will have the right, for no additional payment, to have another available and equivalent University facility named after the Donor.

7. Publicity. For purposes of publicizing the Gift and the Naming, University 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 University's development and business activities.

8. 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.

9. 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.

10. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the Commonwealth of Pennsylvania 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.

IN WITNESS WHEREOF, the parties hereto execute this Agreement effective the day and year first above written.

ARCADIA UNIVERSITY

DONOR

Approved as to legal form by Arcadia University
Office of General Counsel:

By: _____

Date: _____