

OPPORTUNITY VILLAGE - LEGACY SOCIETY

DONOR PLEDGE AGREEMENT

This DONOR PLEDGE AGREEMENT (the “*Agreement*”) is entered into as of [DATE] by and between [NAME], with a mailing address of [ADDRESS] (“*Donor*”), and OPPORTUNITY VILLAGE FOUNDATION, INC., a Nevada nonprofit corporation with a mailing address of 6300 W. Oakey Blvd., Las Vegas, Nevada 89146 (“*Foundation*”). The Donor and the Foundation are sometimes collectively referred to herein as the “*Parties*” and individually as a “*Party*.”

The Donor and Foundation agree as follows:

1. **Donor Commitment.** The Donor hereby pledges to the Foundation:
The sum of [INSERT] and 00/100 Dollars (\$[INSERT].00)
or
The sum of [INSERT] % of the estate not to exceed (\$[INSERT].00) (the “*Legacy Gift*”) to be made within 120 days of my date of death, or within 90 days of such funds becoming available to my executor or successor trustee, whichever occurs later.
2. **Purpose.** It is understood and agreed that the Legacy Gift shall be used to support the Foundation’s programs and services that empower people with intellectual and developmental disabilities and their loved ones.
3. **Recognition.** In grateful recognition of Donor’s generosity and to express appreciation, the Foundation will, if in accordance with the Donor’s wishes: (i) acknowledge Donor on Opportunity Village’s Donor Wall and in/on website, newsletter and annual report listings as a *Legacy Society Member*, (ii) give Donor [two (2)] tickets to attend a Foundation event (e.g., HallO’Veen or the Magical Forest, in the year following the execution of this Agreement.)
4. **Intent.** The Legacy Gift reflects a personal commitment and investment in the future of the Foundation. It is the agreement of the Parties and the intention of the Donor that the Legacy Gift shall constitute the Donor’s binding obligation and shall be enforceable at law and equity including, without limitation, against the Donor and the Donor’s trust, estate, heirs and personal representatives, and their successors and assigns.
5. **Representations, Warranties and Covenants of Donor.**
 - a. Donor has the requisite right and legal authority to execute, deliver and fully perform its obligations under this Agreement.

- b. Donor will execute all instruments (e.g., codicils, amendments, beneficiary designations, etc.) required to effectuate the Legacy Gift; however, in the event the Donor does not execute any such instruments to reflect the Legacy Gift, the Legacy Gift shall still be a valid obligation to be paid from the Donor's separate property, or the Donor's share of community property, held in any trust or estate.
 - c. This Agreement, when executed and delivered, shall constitute a legal, valid and binding obligation of Donor, enforceable against the separate property and/or community property share of the Donor and the Donor's estate, heirs and personal representatives, and their successors and assigns.
6. **Reliance.** The Donor acknowledges that the Foundation is relying, and shall continue to rely, on the Legacy Gift being fully satisfied as set forth herein.
7. **Gift Policy.** The Legacy Gift is subject to review and must adhere to the Foundation's Gift Acceptance Policy. The Foundation shall have full dominion and control over the Legacy Gift and absolute discretion as to its utilization unless otherwise stipulated, in writing, as part of this Agreement.
8. **Miscellaneous.**
- a. **Benefit and Binding Agreement.** The terms, provisions, conditions, covenants and restrictions contained in this Agreement shall inure to the benefit of, and shall be binding upon, the successors, assigns, personal representatives, executors, administrators, estates, heirs and legatees of the respective Parties.
 - b. **Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Nevada. Each party submits to the personal jurisdiction of all courts, whether Federal or State, within Nevada, and agrees that any action pertaining to this Agreement shall be brought in a court in Nevada.
 - c. **Waiver and Modification.** No waiver or modification of this Agreement or of any term or condition herein contained shall be valid unless in writing and duly executed by the Parties, nor shall any waiver or modification of this Agreement not duly executed as provided herein be deemed to be part of this Agreement under any circumstances.
 - d. **Severability.** Each provision of this Agreement is intended to be severable and the invalidity or illegality of any portion of this Agreement shall not affect the validity or legality of the remainder of this Agreement.
 - e. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the Parties as to the subject matter of this Agreement. Any prior understandings and agreements among the Parties, both oral and written, are merged into this Agreement, unless otherwise expressly stated in this Agreement.

- f. **Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one Agreement, binding upon all the parties, notwithstanding that all the parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the Parties hereto have executed this Donor Pledge Agreement as of the date written hereinabove.

FOUNDATION:

OPPORTUNITY VILLAGE
FOUNDATION, INC.,
a Nevada nonprofit corporation

DONOR:

[NAME]

By: _____
Name: _____
Title: _____

**NOTARY ACKNOWLEDGMENT
(OPTIONAL)**

STATE OF NEVADA)
 Ss
COUNTY OF CLARK)

The foregoing DONOR PLEDGE AGREEMENT was acknowledged before me this ___ day of _____, _____, by [NAME].

NOTARY STAMP/SEAL

Notary Public

My Commission Expires: _____