

GIFT AGREEMENT
Supporting the UAB Athletic Department
at
The University of Alabama at Birmingham

The following sets forth the agreement between [Full Legal Name of Donor] (the “Donor”) and The Board of Trustees of The University of Alabama for The University of Alabama at Birmingham (the “University”). This agreement will be made part of the University’s records and is intended as a guide to those who administer it.

1. Gift

The Donor, in consideration of [*his, her, their, its*] abiding interest in the University, hereby irrevocably [*pledges, gives, or commits a testamentary gift*] to the University the amount of [\$_____] which will be used by the University for the purpose hereinafter set forth.

2. Purpose

The Donor’s gift will be used to support the UAB Athletic Department, and specifically the football, bowling, and rifle programs at the University (the “Purpose”).

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. [*If pledge is by an individual, include the following.*] Due to the significant tax issues associated with the fulfillment of personal pledges, the University may not accept payments from certain sources to fulfill personal pledges. If, at the time of the Donor’s death, any amounts remain outstanding on the pledge, it is the Donor’s intention that the outstanding amount becomes a debt of his/her estate and that his/her personal representatives pay such debt to the University out of estate assets.

(OR, if through the estate) The Donor has made provisions through his/her estate for the completion of this commitment. The Donor has informed his/her personal representative of this commitment and agrees to provide the University with the pertinent section of the estate document(s) relating to the completion of this pledge.

4. Recognition

The names of donors may be publicized in relation to this project. The Donor agrees to be recognized in publications and gift society listings as noted below:

Please confirm ONE of the following:

- ☐ Name as listed per University standards.
- ☐ 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.

5. Contingency

Please check the box for the applicable provision below:

- ☐ My/our pledge is not subject to any contingency as long as its use is for charitable purposes.

OR

- ☐ In the event the University fails to reinstate its football, bowling and rifle programs by January 1, 2016, then, at the option of the Donor, the University will either reallocate said pledge to another initiative as agreed upon by both parties, or the pledge can be considered null and void and any pledge payments will be returned to the Donor.

6. Tax Exempt Entity

The University represents that it is qualified as a charitable organization under Section 501(c)(3) of the Internal Revenue Code. The University's Federal Tax Identification number is 63-6005396. Donor understands that a tax professional should be consulted to understand any tax consequences of this pledge.

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 Alabama.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the Donor and representatives of the University have executed this agreement on this _____ day of _____, 2015.

**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF
ALABAMA FOR THE UNIVERSITY OF ALABAMA AT
BIRMINGHAM**

[Full Legal Name of Donor]

[Banner ID]

By _____
Ray L. Watts, M.D.
President

Shirley Salloway Kahn, Ph.D.
Senior Vice President for Development,
Alumni and External Relations

Shannon Ealy
Interim Director
Athletic Department