



AOS DONOR AGREEMENT

This agreement is made on this ____ day of _____, 20____ and entered into between _____ (hereinafter called the Donor), and American Orchid Society, (herein after called the AOS), a 501(c)(3) non-profit corporation.

Agreement Parameters

The Donor agrees to transfer by gift, _____
[description of gift including dollar amount], to AOS to be used as follows [please check one of the boxes]:

- AN UNRESTRICTED GIFT TO THE AOS. An unrestricted gift to the AOS may be used by the AOS for any purpose at any time.
- A RESTRICTED GIFT TO A PERMANENT AOS ENDOWMENT FUND WITH THE ANNUAL EARNINGS TO BE USED FOR THE GENERAL PURPOSES OF THE AOS.
- A RESTRICTED GIFT TO AN AOS ENDOWMENT FUND WITH THE ANNUAL EARNINGS TO BE RESTRICTED AS THE GIFT.
- A GIFT OF OTHER NATURE
[description of the gift and any conditions placed upon its use]

The parties have executed this Agreement subject to the terms and conditions provided on the next page.

Donor

By _____ Date _____
[Name]

Street Address , City, State and Zip Code

Telephone # _____ Email Address _____

American Orchid Society

By _____ Date _____

Name TBD
Position TBD

1. GIFT. The Donor irrevocably gives, delivers, transfers and assigns to the AOS all rights, title and interest in the asset described above and understands that these assets shall become the property of the AOS which shall have the sole legal right to determine their disposition. All gifts, bequests, and devises to the AOS are subject to acceptance by the Board of Directors on behalf of the AOS and shall be irrevocable once accepted by the AOS.

2. “A RESTRICTED GIFT TO THE PERMANENT AOS ENDOWMENT FUND WITH THE ANNUAL EARNINGS TO BE USED FOR THE GENERAL PURPOSES OF THE AOS” means that a gift to this endowment fund shall be to used to provide support to the AOS for its general purposes within the scope of Code section 170(c)(1) or (2)(B) that is consistent with the exempt purposes of the AOS. The principal of any endowment fund gift shall be held in perpetuity in accordance with the AOS investment and earnings distribution policies. In the event that, at some future date, the purposes for which this fund is established can no longer be satisfied for reasons not foreseeable at this time, the AOS, after taking into consideration the intent of the donor, is authorized to use the annual distribution from this endowed fund as it deems to be in the best interests of the AOS.

3. “A RESTRICTED GIFT TO THE AOS ENDOWMENT FUND WITH THE ANNUAL EARNINGS TO BE USED FOR THE SAME PURPOSES AS THE RESTRICTED GIFT RELATED ACTIVITIES OF THE AOS” means that a gift to this endowment fund shall be put back into the same restricted fund as the gift and used to provide support to the AOS for its restricted purpose within the scope of Code section 170(c)(1) or (2)(B) that is consistent with the IRS exempt tax status of the AOS. The principal of any endowment fund gift shall be held in perpetuity in accordance with the AOS investment and earnings distribution policies. In the event that, at some future date, the purposes for which this fund is established can no longer be satisfied for reasons not foreseeable at this time, the AOS, after taking into consideration the intent of the donor, is authorized to use the annual distribution from this endowed fund as it deems to be in the best interests of the AOS.

4. A GIFT OF OTHER NATURE Such gifts will be reviewed by the Gift Acceptance Committee of the AOS to review conditions of use, compatibility with the mission and purpose of the AOS and liabilities, if any, the gift may pose to the AOS. As much detail as possible should be provided by the donor in order that an informed recommendation can be made by the Committee. To the Board of Trustees to accept or reject the donation..

5. ADMINISTRATIVE PROVISIONS. Notwithstanding anything herein to the contrary, the AOS shall hold all donations, and all contributions to the endowment funds, subject to the provisions of the applicable NY laws and the Articles of Incorporation and Bylaws of the AOS.

6. NOT A SEPARATE TRUST. All money and property donated to the AOS on an unrestricted basis shall be held as part of the general assets of the AOS.

7. ACCOUNTING. The receipts and disbursements of the endowment funds shall be accounted for separately and apart from those of other gifts to the AOS.

8. INVESTMENT OF FUNDS. The AOS shall have all powers necessary, or in its sole discretion desirable, to carry out the purposes of the endowment funds, including, but not limited to, the power to retain, invest, and reinvest the endowment funds and the power to commingle the assets of the endowment funds with those of other funds held by the AOS for investment purposes.

9. COSTS OF THE FUND. It is understood and agreed that the endowment funds shall share a fair portion of the total investment and administrative costs of the AOS in managing its investment funds. Those costs annually charged against the endowment funds, if any, shall be determined in accordance with the then current administrative contribution schedule identified by the AOS as applicable to funds of this type. Any costs to the AOS in accepting, transferring, or managing property donated to the AOS for the endowment funds shall also be paid from the respective endowment fund.

[End of AOS Donor Agreement]