

Pledge/Donation Agreement

This Pledge/Donation Agreement (“Agreement”) is made this ____ day of _____ between **Ross County Agricultural Society** (“RCAS”) and **Donor** (as identified in Exhibit A attached).

Donor is the individual or entity that has executed this Agreement, and who is further identified on the Pledge/Donation Form attached hereto as **Exhibit A** (the “Form”).

RCAS has formed a subcommittee tasked with collecting donations and/or pledges from individuals or entities. Said donations and/or pledges will be used to fund the build out of an equestrian center and/or equestrian roof (the “Equestrian Project”) to be built in a to be determined area located at the Ross County Fairgrounds

RCAS and Donor hereby agree as follows:

1. **Donor Commitment.** The Donor hereby pledges to RCAS the sum identified on the Form under Pledge Amount (the “Pledge”), which is designated for the benefit of the Equestrian Project.
2. **Purpose of Pledge.** It is understood and agreed that the Pledge will be used for the following purpose or purposes: To fund the costs and expenses incurred for the build out of the Equestrian Project.
3. **Intent.** It is the agreement of the parties and the intention of the Donor that this contribution and any unpaid Pledge under this Agreement 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 estate, heirs and personal representatives, and their successors and assignees. The Donor acknowledges that RCAS has substantially relied, and shall continue to rely, on the Donor’s Pledge being fully satisfied as set forth herein. The Donor acknowledges that RCAS has committed substantial resources toward the Equestrian Project in reliance of Donor’s Pledge, and RCAS will suffer irreparable harm due to any breach of this Agreement or obligations owed by Donor.
4. **Recognition by RCAS.** To honor the Donor, and to express the appreciation of RCAS, publicity in the form of social media and news announcements, both internal and external, may be frequently made by RCAS. Further, due to public records requests requirements and Ohio Sunshine Laws, certain information of Donor may be subject to public records requests made. Donor acknowledges that disclosure of Donor information relative to the Pledge may be subject to public records requirements and Ohio Sunshine Laws, and RCAS shall not be held liable to Donor for such disclosure of information as required.
5. **Additional Contributions.** The Donor reserves the right to increase the Pledge through additional contributions and hereby consents to additional contributions to the Pledge by any individual, corporation, foundation, trust, estate or other legal entity through individual contribution, bequest or other contribution vehicle, and all contributions so designated shall be subject to the provisions of this Agreement.
6. **Future Changed Circumstances.** If, in the opinion of the Board of Directors of RCAS, all or part of this contribution cannot at some time in the future be usefully or practically applied to the above purposes or if the purpose cannot be achieved because of a future

change in law or unforeseeable circumstances, it may be used for any related purpose which in the opinion of the Board of Directors will most nearly accomplish the Donor's wishes.

7. **Amendment.** By mutual written consent of RCAS and the Donor, the Donor's legally or duly appointed agent or attorney-in-fact, or the personal representative of the Donor's estate, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.
8. **Morality Clause.** If at any time the Donor or his or her name may compromise the public trust or the reputation of RCAS, including acts of moral turpitude, the institution with the approval of the Board of Directors of RCAS has the right to remove the name or return the contribution.
9. **References.** Any exhibits, riders, addendums, charters, or other documents referenced herein are incorporated into this Agreement.
10. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Ohio. RCAS and Donor agree to the exclusive jurisdiction and venue of the state courts located in Ross County, Ohio relative to any dispute, proceeding, or claim arising from this Agreement.
11. **Disclosures.** RCAS is exempt from federal income tax under IRC Section 501(c)(3) as a public charity under IRC 509(a)(2). Donors may be entitled to deduct contributions made to RCAS under IRC Section 170. RCAS has not provided any goods or services to Donor in consideration for the contribution. RCAS is not a tax expert nor certified public accountant, and Donor acknowledges that the disclosures made herein are not for the purposes of tax advice. Donor shall seek independent legal and/or tax advice with respect to the contributions and permitted deductions thereof, if any. Upon Donor's written request to RCAS after RCAS's confirmation and receipt of your contribution, RCAS will provide you a Written Acknowledgment evidencing the same.

IN WITNESS WHEREOF, RCAS and Donor hereby affix their signatures on the day and year written below their signatures:

ROSS COUNTY AGRICULTURAL SOCIETY:

Date: _____

By: _____

Its: _____

DONOR:

Date: _____

Print Name: _____

EXHIBIT A
Pledge/Donation Form

1. Donor Information

Name: _____

Mailing Address: _____

Phone: _____

Email: _____

2. Pledge Amount: \$_____. Payable on or before _____, 20____.

Should you choose to pledge your donation and contribute over an extended period of time, please fill out the information below:

Total Pledge Amount: \$_____ (amount) over _____ (years),
in which \$_____ will be contributed each calendar on or before _____
of each calendar year.

3. Checks. Please make checks payable to Ross County Agricultural Society. Checks made be mailed to the following address:

Ross County Agricultural Society
Attn: _____
PO Box 614
Chillicothe, Ohio 45601

Donor Signature: _____

Date: _____