

**GIFT AGREEMENT**  
**[Donor Family Conference Room]**  
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 [pledges, gives, or commits a testamentary gift] to the University the amount of [\$\_\_\_\_\_] which will be utilized by the University for the purpose hereinafter set forth.

**2. Purpose**

The Donor’s gift will be used to support the [construction or renovation] of a space at the University. In honor of the Donor, in grateful recognition of the Donor’s generosity, and in reliance upon this agreement, the University agrees that [room number] in the building located at [building address] (“[Building Name]”) will be designated the [Room Name] (the “Named Space”), subject to the acceptance of the gift and approval of such naming by The Board of Trustees of The University of Alabama according to its policies and procedures. It is understood that the University will ensure recognition of the Donor(s) is consistent with University standards for donor recognition and fits with the esthetics and architecture of the space.

**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. 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 pledge is by an individual, include the following.] 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) The Donor has made provisions through his/her estate plans 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. Separate and distinct from the room naming noted in Section 2 herein, the Donor agrees to be recognized in publications and gift society listings per University standards unless otherwise noted below:

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.

Naming rights shall exist for the useful life of *[Building Name]* and the Named Space. In the event that *[Building Name]* is demolished, destroyed, or ceases to be used by the University, or in the event that the Named Spaces are relocated or substantially renovated, the President of the University and/or the Vice President for Development and Alumni shall work with the Donor, or the Donor's designee, to determine another appropriate form of recognition for the support provided by this gift. In the event that the entire gift amount is not received by the University as agreed upon, the University may, in its sole discretion, remove the Donor's recognition and offer the Donor an alternate naming opportunity appropriate to the total amount of the Donor's gift. Visual recognition of naming rights will adhere to UAB brand standards, including exterior and interior signage, wayfinding, logos, letterhead, and all other representations of the institution's identity. Specific details regarding execution of public relations and media strategy will be handled in an addendum to the gift agreement for each gift, as appropriate.

## 5. Contingency

If at any time the University determines that the honoree's activities reflect negatively on the University's public image, or are in material conflict with its mission, the University will have the right to terminate naming rights.

## 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.

## 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.

IN WITNESS WHEREOF, the Donor and representatives of the University have executed this agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**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**

\_\_\_\_\_  
**Thomas I. Brannan**  
**Vice President for**  
**Development and Alumni**

\_\_\_\_\_  
**[Name]**  
**[Dean or Director]**  
**[Benefitting Unit]**