

**MAJOR GIFT AGREEMENT**  
BETWEEN  
**<<DONOR>>**  
AND THE  
**TEXAS BUILDERS FOUNDATION**

a corporation that is organized to receive and administer funds which shall be used exclusively for providing scholarship or for the performance of charitable activities within the meaning of Internal Revenue Code Section 501(c)(3) and Texas Tax Code Section 11.18(c), and having its principle place of business at 313 East 12<sup>th</sup> Street, Austin, Texas 78701.

1. The Donor, <<DONOR>>, hereby pledges to give or cause to be given a total of \$XX,XXX (XX dollars) to be conveyed in XX (# of) installments of \$X,XXX (XX dollars) per year beginning on \_\_\_\_\_, 20XX and continuing through \_\_\_\_\_, 20XX.
2. This Major Gift shall be designated as the “<<DONOR>> Major Gift” and shall be maintained by the Texas Builders Foundation.
3. This Major Gift shall be deposited into the Texas Builders Foundation’s General Fund.
4. The assets of this Major Gift shall be commingled with other General Fund assets of the Texas Builders Foundation, but this Major Gift shall always be recorded by the Texas Builders Foundation as the “<<DONOR>> Major Gift”.
5. The Foundation shall employ a Certified Public Accountant to ensure that all State and Federal reporting requirements are met.
6. The Texas Builders Foundation may use materials submitted by the Donor, <<DONOR>>, and the name of the Donor in the Foundation’s promotional efforts including but not limited to printed materials, annual reports, and donor solicitation materials, as determined by the Board of Trustees, and may publicize that the Texas Builders Foundation holds the “<<DONOR>> Major Gift.”
7. If, in the future, the Donor, <<DONOR>>, if available, and the Board of Trustees of the Texas Builders Foundation determine that it would be in the best interest of the Texas Builders Foundation to amend this Agreement, they may do so by mutual consent.
8. If, in the future, the Donor, <<DONOR>>, or any representative of <<DONOR>> including but not limited to its owners and/or officers are convicted of a felony or be found guilty of liable or any act of moral turpitude, the Board of Trustees may determine that it would be in the best interest of the Texas Builders Foundation to terminate this Agreement without notice to the Donor.
9. In the event the Texas Builders Foundation ceases to be an organization described in Internal Revenue Code Section 501(c)(3) and Texas Tax Code Section 11.18(c), the

assets of the General Fund shall be turned over to an organization designated by the Board of Trustees of the Texas Builders Foundation.

Nothing in this Agreement shall be interpreted so as to constitute either party the agent of the other. Neither party shall have or may represent to any third person that it has the authority to contractually bind the other party.

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.**

Donor, <<**DONOR**>>  
8405 US HWY 259 N  
Longview, Texas 75605

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

State of Texas, County of <<XXX>>

This instrument was acknowledged before me on \_\_\_\_\_ by <<Donor or authorized representative of company>>, <<as an individual>> <<on behalf of Donor Company>>.

\_\_\_\_\_  
Notary Public's Signature

Personalized Seal

**Texas Builders Foundation**  
313 East 12<sup>th</sup> Street, Suite 210  
Austin, Texas 78701

By: M. Scott Norman, Jr.  
Secretary/Treasurer and Trustee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date