

## **CHARITABLE GIFT AGREEMENT**

This CHARITABLE GIFT AGREEMENT (the “Agreement”) is entered into as of December \_\_, 2017, by and between the “Donor” and the Beverly Hills Education Foundation, Inc., a California nonprofit corporation (the “Recipient”), in reference to the following facts:

WHEREAS, the Recipient is a not-for-profit corporation that provides financial support to assist the Beverly Hills Unified School District (the “District”) in achieving excellence in education, including providing funds for high-quality education programming and enrichment opportunities;

WHEREAS, the Donor desires to make a charitable donation to the Recipient (“Gift”) which shall be acknowledged on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties as set forth herein, the parties hereto agree as follows:

1. Gift. Subject to the terms and conditions set forth herein, the Donor hereby agrees to donate Thirty Thousand Dollars (\$30,000) to Recipient (the “Gift”). The Gift shall be paid within thirty (30) days after mutual execution of this Agreement.

2. Purpose and Use of Gift. Recipient shall direct Gift to be targeted for the use of the Instrumental Music programs and Instrumental Music needs at Beverly Hills High School under the direction of the Director of the Performing Arts Department, currently Mr. Bradbury, or his or the Principal’s designee in the event Mr. Bradbury is unavailable. The Director of the Performing Arts Department will determine the specific needs, either in full or in part over time.

3. Naming Rights. In recognition of the Gift, Recipient and the District shall acknowledge the Gift by naming the Instrumental Music Room at Beverly Hills High School (“Room”) as more particularly set forth on Schedule 2, which is attached hereto and incorporated herein by this reference (“Naming”). The signage on the Room shall endure for as long as the Instrumental Music Room remains intact as currently configured. If at any time the classroom shall be demolished or reconfigured, the Name will be placed in a similar area of a newly constructed instrumental music room or relocated to the new location of the room. Donor requests the recognition of the Naming (including placement of signage) to take place after May 2019. Donor will be notified if the Instrumental Music Room is discontinued and will be given an opportunity for recognition of another room (of similar naming value) on the Beverly Hills High School campus.

4. Limitations. Donor understands that, pursuant to District’s Naming Policies and regulation, the following restrictions apply to naming of facilities, furnishings, or equipment within the District:

The naming shall not include any message, image, or other depiction that advocates or endorses the use of drugs, tobacco, or alcohol, encourages unlawful discrimination

against any person or group, or promotes the use of violence or the violation of any law or District policy. District reserves the authority to terminate this Agreement and rescind the naming hereunder if the Board of Education of the District (the "Board") determines that the Donor, subsequent to receiving the naming Agreement, has engaged in any of the prohibited acts stated above, criminal or unlawful acts that might bring the District into disrepute, or if a previously approved name becomes inappropriate because of subsequent felonious acts, acts of moral turpitude, failure to meet financial obligations, or any other factor which discredits the District and/or is contrary to its educational mission. In such cases, the corpus, or pro-rated share of a gift previously made to BHEF may be returned to the Donor or redirected to another 501(c)(3) charitable organization, in accordance with applicable law, and the naming in question shall revert to the District. With respect to investment income from endowments or Donor gifts already spent for capital improvements, maintenance, equipment or facility upgrades, salaries, or other operational expenses, the District shall have no obligation to return such proceeds that were spent or incurred prior to the rescission of naming agreements.

5. Public Announcements. No announcement of the Pledge shall be made without the prior written approval of the Donor, which approval may be withheld in its sole discretion. If the Donor agrees in writing to any announcement, then the Donor will have prior approval rights as to any and all references to the Donor in connection with the Naming and the Pledge.

6. Representations and Warranties of Recipient. Recipient represents and warrants as follows:

a. Authority. Prior to signing this Agreement, Recipient shall have obtained all required authority from its governing body to enter into this Agreement and each of the officers and representatives of Recipient executing this Agreement on Recipient's behalf shall be duly empowered and authorized to do so.

b. No Violation. The execution, delivery and performance by Recipient of this Agreement will not violate Recipient's organizational and governing documents or the terms of any provision of any agreement or instrument which is binding upon Recipient or any law to which Recipient is subject.

7. Recipient Obligations. Recipient will manage and invest the Gift in accordance with the Purpose and Use of Gift.

8. Indemnification. Recipient shall indemnify and hold harmless the Donor and his heirs, beneficiaries, successors, assigns, and representatives from and against any and all losses, claims, demands, costs, damages, liabilities, expenses of any nature (including reasonable attorneys' fees (at market rates)), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative

or investigative, that may arise or which relate to or arise from this Agreement, the Gift, the Naming or the breach of any of Recipient's representations, warranties or covenants set forth in this Agreement.

9. Miscellaneous.

a. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior and contemporaneous agreements, representations and understandings, both written and oral. No other agreements that have been entered into between the parties shall, in any way, effect or alter this Agreement.

b. Applicable Law; Venue; Legal Fees. This Agreement and all acts and transactions hereunder and all rights and obligations of each of the Recipient, the Donor and their respective successors will be governed, construed and interpreted in accordance with the internal laws of the State of California. Any legal proceedings relating directly or indirectly hereto will take place in Los Angeles County, California, and such parties consent to the jurisdiction of the Federal and State courts located therein. If any legal action or other proceeding is brought for the enforcement of this Agreement, including, but not limited to, the enforcement of the Gift, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party will be entitled to recover reasonable attorneys' fees (at market rates) and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

c. Amendment. The terms and provisions of this Agreement may not be waived, altered, modified or amended except in a writing executed by the parties hereto.

d. Section Headings. Section headings are used herein for convenience only, and shall not be used in any manner to interpret any provision hereof.

e. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' respective legal heirs, successors and assigns.

f. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

g. Waiver. None of the provisions, warranties, terms or conditions of this Agreement shall be deemed to have been waived except in a writing signed by the party against whom waiver is claimed.

h. Notices. All notices to be given hereunder will be in writing and will be effective when they are served either personally or by depositing the same in the United States mail, first class postage prepaid, by registered or certified mail addressed as follows:

to the Donor:

to Recipient:

Beverly Hills Education Foundation  
255 South Lasky Drive  
Beverly Hills, CA 90212  
Facsimile No.: (310) 557-1769  
Attention: President

to the District:

Beverly Hills Unified School District  
255 South Lasky Drive  
Beverly Hills, CA 90212  
Attention: Superintendent

i. Further Assurances. Each of the Donor and Recipient agrees to do or to cause to be done such further acts and things and to execute and deliver or to cause to be executed and delivered such additional assignments, agreements and instruments as the other party may reasonably request to carry into effect the purposes of this Agreement.

j. Non-Assignment. Neither party shall assign, pledge or otherwise encumber this Agreement or any rights or obligations hereunder without the prior written consent of the other party, which consent may not be unreasonably withheld.

k. No Joint Venture. This Agreement is not intended to create, and shall not be construed as creating, any partnership, joint venture or other entity between or including Recipient and the Donor.

*[Signatures follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**“DONOR”**

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

**BEVERLY HILLS EDUCATION FOUNDATION, INC.**

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

Name: Cindy Trost

Title: President

ACCEPTED AND AGREED TO:

BEVERLY HILLS UNIFIED SCHOOL DISTRICT

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

Name: \_\_\_\_\_

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

**Schedule 1**  
**Charitable Gift**

The mission of the Beverly Hills Education Foundation, Inc. (“BHEF”) is to maintain EXCELLENCE in the Beverly Hills Unified School District (“District”) through a community engagement that raises revenue to supplement public funding of education.

BHEF is a 501(c)(3) non-profit corporation. Donations are tax deductible to the extent allowed by law.

**Donor Information**

Donor	
Address	
Telephone	
E-Mail	

**Gift Information**

Payment	Due
\$30,000	December 30, 2017

Naming	BHHS Instrumental Music Room
Donor recognition to appear as, and recognized in media and other promotional materials of BHEF as:	The Donor Instrumental Music Room”*

\*The text for the naming shall read: “The Donor Instrumental Music Room” and shall appear approximately as depicted on Schedule 2 attached hereto and incorporated herein by this reference. The dedication of the Room shall take place as mutually agreed upon by Donor and BHEF.