

**National Skeet Shooting Association/National Sporting Clays Association
Endowment Gift Agreement**

THIS AGREEMENT is made as of this ____ day of _____, 20____, by and between _____ (the “Donor”) and the National Skeet Shooting Association (the “Association”). For purposes of this Agreement, the "Association" shall mean both the National Skeet Shooting Association and the National Sporting Clays Association. Also, for purposes of this agreement, “Donor” and “Association”, together, shall be referred to as the “Parties”.

[Please check here ____ if Donor wishes to remain anonymous]

1. Purpose of Gift. The Donor desires to contribute to the Association’s NSSA-NSCA Endowment Fund (the “Fund”). The Donor has read and understands the terms of this agreement and the attachment entitled “The NSSA-NSCA Endowment Fund”.

2. Indicate below whether for a Specific Purpose or None (a contribution to the Fund for general use to support the Mission):

None (unrestricted)_____ or

Specific Purpose (restricted): _____ [describe restriction]

3. Texas Uniform Prudent Management of Institutional Funds Act ("TUPMIFA"). Donor understands that the TUPMIFA applies to the Fund but directs that to the extent that NSSA-NSCA policies governing the Fund regarding investments are not consistent with the TUPMIFA, that the Fund shall govern and TUPMIFA shall not apply.

- 4. National Skeet Shooting Association (“NSSA”).** NSSA is a duly qualified Texas non-profit corporation, qualified under Section 501 (c)(3) of the Internal Revenue Code of 1986, as amended, (the “Code”) and is not a private foundation as described in Code Section 509(a). NSCA is an operating division of NSSA.
- 5. Donor Gift.** The Donor will contribute \$_____ to the Fund to be paid at the time of execution of this agreement or _____ [detail terms of contribution].
- 6. Additions to the Fund.** The Association shall add to the Fund all contributions it receives that are ear-marked for the Fund that are in the form of cash, “Level 1 Assets” (liquid financial assets such as stocks or bonds that experience regular market pricing), or other assets approved as acceptable by the NSSA-NSCA Endowment Fund Committee.
- 7. Purpose of the Fund.** Annually, in furtherance of the Purpose, the Fund shall distribute from the Fund amounts in accordance with NSSA-NSCA Endowment Fund policy as same exists from time to time in effect. The Fund shall be managed and maintained by the Fund Committee.
- 8. Prohibited Uses.** No distributions from the Fund shall be used for purposes other than the Purpose, as set forth in the Fund and activities that may be carried on by an organization described in Code Section 501(c)(3).
- 9. Foundation Termination.** If the Association ceases to exist or ceases to be a qualified charity as described in paragraph 4 hereof, then the Fund shall be distributed to the one or more charities described in the Code Sections 170(b)(1)(a) and

501(c)(3), and to which contributions are deductible under the provisions of Section 170 of the Code, whose mission is similar to the mission of the Association.

10. Entire Agreement. This Agreement constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by and among the Parties written or oral to the extent that they were in any way related to the subject matter hereof.

11. Notices. All notices, requests, demands, claims, and other communications shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given if (and then two business days after) sent by registered or certified mail, return receipt requested, adequate postage prepaid and addressed to the intended recipient at set forth below:

If to the **Association:**

National Skeet Shooting Association

NSSA-NSCA Endowment Fund

5931 Roft Road

San Antonio, TX 78253

If to the **Donor:**

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

13. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any jurisdiction.

14. Authorization. The Association and the Donor represent that each has the full power and authority (including full corporate power and authority) to execute and deliver this Agreement and perform its obligations hereunder.

DONOR

By: _____

NATIONAL_SKEET_SHOOTING_ASSOC.

By: _____