**RESTRICTED GIFT PLEDGE AGREEMENT**

THIS **RESTRICTED GIFT PLEDGE AGREEMENT** (this “Agreement”) is made as of the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023 by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (collectively, if more than one, referred to as the “Donor”) and St. Andrew Catholic Church (the “Parish”), a parish of the Catholic Diocese of Charleston, incorporated under civil law as “Bishop of Charleston, a Corporation Sole,” a 501(c)(3) organization as defined in the United States Internal Revenue Code (the “Parish”) (together, the Donor and the Parish are sometimes referred to as the “Parties”).

In consideration of the mutual agreements contained herein, the Donor and the Parish agree as follows:

1. **Gift.** The Donor wishes to make a restricted gift to the Parish by a binding pledge of the total sum of $5,000.00 Five Thousand Dollars (the “Donation”) to be paid as follows in the form of check or cash:

Year Amount Date Payment Received

2023 $1,000.00 at signing of pledge

2024 $1,000.00 by 12/31/2024

2025 $1,000.00 by 12/31/2025

2026 $1,000.00 by 12/31/2026

2027 $1,000.00 by 12/31/2027

**Total Gift Amount $5,000.00**

1. **Quid Pro Quo.** The Parish confirms that the Donor has not received goods or services in exchange for the Donation, and that this Agreement does not confer upon the Donor the authority to determine or influence the Parish or the Parish policies or programs.
2. **Purposes.** The Donor intends that the Donation shall be used for the following purposes (the “Purposes”): to purchase new church pews for a renovated sanctuary of the Parish, located at 37th Avenue North and Kings Highway, Myrtle Beach, South Carolina.
3. **Recognition.** Appropriate recognition shall be accorded to the Donor for this gift as follows:

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1. **Amendment of Uses of Donation.** Notwithstanding anything to the contrary herein, if the Donation funds have been so depleted as to not be usable in a meaningful way for the Purposes set forth in this Agreement, or if for any reason it becomes highly impractical or impossible to carry out the Purposes, or if the remaining assets are not sufficient to meaningfully advance the Purposes, as determined by the Pastor, in consultation with the Parish Finance Council, the Pastor is hereby empowered to modify the Purposes so that the remaining assets are used for alternative charitable purposes as close as reasonably practical to the original Purposes of the Donor.
2. **Donor Representations.** The Donor represents and warrants that she: (i) is solvent at the time of making this Donation; and (ii) owns and has the right to give the Donation free and clear of all liens, encumbrances and restrictions of any nature.
3. **Donor Acknowledgements.** The Donor acknowledges that he/she has not relied on any information (written or oral) received from the Parish or the Diocese of Charleston or their respective officers, employees or agents as to tax or legal ramifications of making the Donation [other than the fact that donations to the Parish are donations to an IRS-approved 501(c)(3) charitable organization]. The Donor also acknowledges and agrees that the Donation will be made subject to and in accordance with all of the provisions and conditions set forth in this Agreement, a copy of which has been provided to and reviewed by the Donor, and if desired by Donor, by Donor’s tax and/or legal counsel.
4. **Governing Law.** The Donation will be administered under the laws of the State of South Carolina, and this Agreement and all matters related to it, shall be governed by and construed in accordance with the laws of the State of South Carolina.

The Donor understands that submission of this form and any relevant instruments of conveyance of the Donation for approval does not constitute acceptance of it, and the Parish reserves the right to decline to accept the Donation upon written notice to the Donor. Subject to the foregoing, by signing below, the Donor hereby tenders the Donation to the Parish for the Purposes set forth herein, and acknowledges that the Donation is not deemed accepted until signed by the Parish.

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Signature of Donor(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

Print Donor Name(s)

Donor(s)’ Address

Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Alternate Phone Number

Email Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ST. ANDREW CATHOLIC CHURCH**

By:

Name: Rev. Roger James Morgan

Its: Pastor

Address: 3501 North Kings Highway Suite 102

Myrtle Beach, South Carolina 29577

Attn: Pastor