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GIFT AGREEMENT for the Eternal Reefs Living Legacy Program

This Gift Agreement (this "Agreement"), dated [] (the "Effective Date"), is made and entered into by and between [] ("Donor") and THE GENESIS REEF PROJECT, d/b/a ETERNAL REEFS, INC., a Florida 501c3 nonprofit corporation ("Charity").

Recitals:

- A. Charity conducts marine environmental preservation activities. Charity is described in Section 501(c)(3) of the Internal Revenue Code; Tax Identification Number is 47-4637792.
- B. Donor wishes to support Charity and its environmental activities by making a gift to Charity, and Charity wishes to accept such gift and honor the donor according to the terms and conditions set forth in this Agreement.

Now, therefore, the parties agree as follows:

1. **Gift.** Donor hereby irrevocably donates to Charity [Amount] Dollars (\$[____]) (the "Gift"), for the general support of Charity, subject to the terms and conditions set forth in this Agreement. Donor agrees to complete the Gift in full, in a single payment, promptly upon signing this Agreement.
2. **Donor Recognition.**
 - A. In recognition of Donor's contribution, Charity shall enroll Donor in its Living Legacy Program (see Attachment A) at the _____ level, entitling Donor to an Eternal Reef to be created in Donor's honor at the time of need and placed at one of Charity's Standard Placement locations on the ocean floor.

B. Donor shall also be entitled to a bronze plaque installed in the Eternal Reef acknowledging and honoring Donor's contribution. Donor's Authorized Representative shall receive two certificates showing the GPS coordinates of Donor's Eternal Reef final resting place.

C. Donor acknowledges that the placement location of the Eternal Reef will be determined by the Authorized Representative from the standard active permitted reef sites available to Eternal Reefs at the time of need.

D. Donor acknowledges that once an Eternal Reef has been placed in a reef system, it becomes the property of the permit holder where it is placed. Donor agrees and acknowledges Donor's estate shall have no claim on the reef.

3. **Entire Agreement.** This Agreement constitutes the sole and complete agreement between the parties hereto with respect to this subject matter, and supersedes any prior or contemporaneous representation or understanding between the parties hereto with respect to this subject matter. This Agreement may not be amended, except in a writing signed by the parties hereto.

4. **Severability.** If any provision of this Agreement is invalid, that provision shall be disregarded, and the remainder of this Agreement shall be construed as if the invalid provision had not been included.

5. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

6. **Electronic Signature.** Delivery of an executed signature page of this Agreement by facsimile or by electronic mail in portable document format (PDF) will be effective as delivery of a manually-executed signature page of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date last written below.

Dated: _____ Donor: _____

Dated: _____ THE GENESIS REEF PROJECT
d/b/a ETERNAL REEF, INC.

By: _____

Its: _____

ATTACHMENT A
ETERNAL REEF LIVING LEGACY PROGRAM
Donation Levels

The Living Legacy Program is a donor recognition program honoring those donors who have contributed to the furtherance of Eternal Reef's marine environment preservation activities.

Donor Level Please Check One:

_____ **Mariner***: \$7495, the Mariner Eternal Reef;

The Mariner can accommodate up to 4 sets of remains and is frequently used for spouses or family members to be together.

_____ **Nautilus**: \$4995, the Nautilus Eternal Reef;

The Nautilus is designed to accommodate up to 2 sets of remains and is frequently used for individuals and their pets.

_____ **Aquarius**: \$3995, the Aquarius Eternal Reef;

The Aquarius is designed for the remains of one person and a pet.

_____ **Unattended**: Unattended placements do not involve family or loved ones. Eternal Reefs staff provides the casting; placement and dedication dates are determined by Eternal Reefs.

_____ \$6495 Mariner*

_____ \$3995 Nautilus

_____ \$2995 Aquarius

*Currently only available in Sarasota, FL.

Date

Donor Signature

Donor Print

ATTACHMENT B
SPOUSAL CONSENT AND WAIVER

Initial here if not applicable _____

I am the _____ of [_____] (“Donor”). I hereby acknowledge that the assets Donor used to fund that certain gift under the Gift Agreement with THE GENESIS REEF PROJECT, INC., d/b/a ETERNAL REEF, INC. (“Charity”), dated [_____] (the “Gift”), are Donor’s separate property, and consent to the transfer of those assets to Charity to be used to fund the Gift.

I irrevocably waive any right that I may have, now or in the future, to claim any of those assets by reason of any spousal right of election, community property law, or other law governing marital property rights.

I hereby acknowledge that Donor has adequately disclosed to me the nature and extent of Donor’s property, and I expressly waive any right I may have to any financial disclosure beyond that which Donor has already made to me.

I hereby acknowledge that I have had the opportunity to consult with legal counsel of my own choice before executing this consent and waiver.

Date

Signature

Print