

3. **Form of Gift and Valuation.** The Pledge may be satisfied with United States currency, or with any other form of money or property but only if Charity agrees in advance to accept it. Charity may refuse to accept any form of money or property other than United States currency. The value of any property for purposes of satisfying the Pledge shall be such property's value determined for federal tax purposes on the date such property is transferred to Charity. Donor may satisfy the Pledge by directing assets subject to Donor's testamentary control to Charity, including without limitation, individual retirement accounts, life insurance policies, and assets held in trust.

4. **Donor Recognition.**

A. In recognition of Donor's full and upon Donor's final 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. Within 2 years of your death and all others intended to be in the reef, Charity will cast, transport and place your Eternal Reef; after 2 years, additional funds may be required.

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 at the time of need.

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

5. **Binding Pledge.** Donor makes the Pledge with the intention that the Charity will rely to its detriment on the fulfillment of the Pledge by, among other things, enrolling Donor in Charity's Living Legacy Program. Donor acknowledges that the above-described consideration is sufficient, and Charity's reliance on the Pledge is reasonable. Donor intends that the Pledge shall be enforceable at law.

6. **Personal Obligation.** Donor acknowledges that the Pledge is a personal obligation, and must be paid by him/her individually (or should Donor die, from his/her estate); the Pledge may not be assigned to Donor's private foundation, donor-advised fund, controlled business corporation, or other non-personal source.

7. **Pledge Fulfillment.** If Donor payments are stopped or denied by the Debit or Credit card during the course of the term of payment, the amount of funds already donated can and will be used toward payment on a future Eternal Reef at the then going rate at the time of need.

8. **Conditions.** Charity must be qualified as a public charity pursuant to sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code at the time any amount is to be given under this Agreement.
9. **Enforcement.** Charity may enforce this Pledge by way of an action seeking any appropriate remedy at law or equity, including without limitation specific performance, in any State of Florida court having jurisdiction.
10. **Entire Agreement.** This Agreement constitutes the sole and complete agreement between the parties with respect to the Pledge, and supersedes any prior or contemporaneous representation or understanding between the parties with respect to the Pledge. This Agreement shall not be amended except in a writing signed by the parties hereto.
11. **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.
12. **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.
13. **Electronic Signature.** Delivery of an executed signature pages of this Agreement by facsimile or by electronic mail in a portable document format (PDF) will be as effective as delivery of a manually executed signature page of this Agreement.
14. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Such arbitration proceeding shall be conducted in the State of Florida, unless the parties agree to another location. The decision of the arbitrator shall be final and binding on the parties and may be enforced by any court of competent jurisdiction that the party prevailing in the arbitration may select, and the other parties hereby consent and agree to submit to the jurisdiction of such court. Any costs or other expenses, including attorneys' fees and costs incurred by the successful party, arising out of the arbitration proceedings shall be assessed against the unsuccessful party.

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

Dated: _____

Donor: _____

Dated: _____

THE GENESIS REEF PROJECT
d/b/a Eternal Reefs, Inc.

By: _____

Its: _____

SCHEDULE A

Minimum initial contribution of \$500 per Eternal Reef.

Check here to select a term:

Term A. _____24 Months.

Term B. _____36 Months.

Card Authorization Form:

I, _____, give permission to Eternal Reefs, to charge my card for the following purchases. My card details will be stored in my profile and will only be used for approved purchases.

All Fields Required

Card Type: Mastercard ___ Visa ___ Discover ___ American Express ___ Other ___

Total Amount Authorized \$ _____

Deposit Amount \$ _____

Cardholder Name: _____ (please print)

Card Number _____ Exp. Date: _____ CVC# _____

Monthly Donation \$ _____ To be processed on the _____ of each month.

(For example, the 1st of every month)

(Office use only)

Date "Pledge" to be completed by: _____

ATTACHMENT A

CONSENT AND WAIVER OF SPOUSE OR DOMESTIC PARTNER

_____ **INITIAL HERE IF NOT APPLICABLE**

I am the spouse/domestic partner of [_____]. I hereby acknowledge that the assets my spouse/domestic partner pledged under that certain charitable pledge agreement for the benefit of CHARITY (the "Charity"), effective as of [_____](the "Agreement"), are my spouse's/domestic partner's separate property, and I consent to the transfer of those assets to the Charity for the purposes described in the Agreement.

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/domestic partner's right of election, community property law, or other law governing marital/partner's property rights. I hereby acknowledge that my spouse/domestic partner has adequately disclosed to me the nature and extent of [[his // her]] property, and I expressly waive any right I may have to any financial disclosure beyond that which my spouse/domestic partner 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.

Dated: _____

Signature

Print Name