



## **TAX CREDIT PROGRAM PLEDGE AGREEMENT INSTRUCTIONS**

The *Pledge Agreement* is a three-party agreement that will require the legally authorized signatures of the Donor (the Business), Grantee (the Non-profit Recipient), and the Community Development Finance Authority (CDFFA).

CDFFA will provide the Grantee with either blank *Pledge Agreements* or *Preformatted Pledge Agreements* if we know who the Donors are in advance. It is the responsibility of the Grantee to collect the duly authorized signature of the Donor in accordance with the pledge schedule as set forth for the project. The Grantee shall also sign the agreement and return the original to CDFFA for signature. CDFFA will supply two copies of the executed agreement to the Grantee, who in turn will forward an executed copy to the Donor. It is recommended that the Grantee also send along a personalized thank you note to the Donor at this time.

The dates that pledges are to be received and amounts pledged are entered into Schedule A in the *Pledge Agreement*. Some projects or programs will have the need for financial support by a certain time and Schedule A in the *Pledge Agreement* will be adjusted accordingly. In some cases, the CDFFA Board of Directors determines the deadlines for the receipt of investments as a condition of approval. Donors may pay their pledge at any time before the proscribed annual deadline date, to meet their tax liability needs.

When feasible, CDFFA will invoice the Donor about 30 days before the pledge is due. A Donor to multiple projects may submit one check for all pledges, provided the check is accompanied by a statement indicating which pledges are being fulfilled.

CDFFA will first acknowledge the receipt of each donation by letter stating it has received a charitable contribution. A tax credit letter will accompany the charitable contribution letter, depending on how close to the state fiscal year-end the investment is received (June 30) or will follow within 60 days of the close of the state fiscal year.

CDFFA will disburse funds to the Grantee based on an executed contract between the Grantee and CDFFA. This contract will reflect the objectives to be accomplished, certain milestones, matching fund requirements, reporting requirements, and other conditions to be fulfilled as necessary. CDFFA will hold unexpended funds on behalf of the Grantee.

In the event that a donation is to take form in the receipt of stock or shares, CDFFA's policy is to sell the stock immediately, with the *net proceeds* from the sale being used to determine the cash donation amount.

CDFFA will not accept any modifications to the *Pledge Agreement* at either the request of the Donor or Grantee.

*For more information about the Pledge Agreement, please call Christine Conlogue, Community Development Operations Manager at 603-717-9111 or email to [cconlogue@nhcdfa.org](mailto:cconlogue@nhcdfa.org).*