

## DONATION AGREEMENT

This Agreement (the "Agreement") is made as of this 11<sup>th</sup> day of November in the year of 2013 by and between the **Play for All Foundation, Inc.**, an Illinois not-for-profit company (the "Foundation") EIN 46-3862874, and the **Wesley Luehring Foundation** ("donor"). The Foundation and donor are hereinafter sometimes referred to individually as a "Party" and together as the "Parties."

### RECITALS

**WHEREAS**, the Foundation provides financial and other support to the "Sensory Garden Playground Initiative ("playground") {see exhibit A for complete description};

**WHEREAS**, the Foundation desires to partner with other organizations to raise money for the construction and operation of the playground; and

**WHEREAS**, Donor desires to support the Foundation financially, as defined below, based on the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises made herein, the Parties agree as follows:

#### **1. Term**

The term of this Agreement shall be for two (2) years, commencing on December 1, 2013 and terminating on December 2, 2015.

#### **2. Donation** During the Term, the Donor shall:

##### **A. Provide funding to the Foundation as follows:**

December 1, 2013	\$50,000
December 1, 2014	\$50,000
December 1, 2015	\$50,000

#### **3. Donor Benefits**

During the Term of this Agreement, the Foundation agrees to provide the following benefits to Donor in exchange for the Foundation Benefits specified in Section 2 of this Agreement:

- A.** Donor shall be given appropriate "donor" credits such as visible signage, or banners, listing in programs or other advertising or promotional literature as determined appropriate by the Foundation and agreed to by the Parties as follows:

***Donor has requested to be listed as Wesley Luehring Foundation on the site plaque and will be recognized under the "Winner's Circle" name level. Donor will also be listed as Wesley Luehring Foundation on the following donor credits:***

- i. Recognition on promotional materials;
- ii. Speaking engagement during media coverage;

- iii. Recognition near play component;
- iv. Recognition on site plaque;
- v. Recognition on website;
- vi. Recognition on publications and promotional materials;
- vii. Recognition in donor thank you in local publications;
- viii. Receive plaque;
- ix. Opportunity for representative to be part of ribbon cutting;
- x. Customized volunteering opportunity.

**4. Limited License to Use Donor's Trademarks, Service Marks and Copyrights**

A. Subject to the terms of this Agreement, Donor grants to the Foundation the non-exclusive and royalty-free license to use Donor's trademarks, service marks, logos and copyrights to identify Donor in connection with promotional activities and material relating to the construction, opening and operations of the playground, as approved in writing by Donor.

**5. Authority to Enter Into Agreement**

Each Party represents and warrants that it has the full corporate power and legal authority to enter into this Agreement, the ability, capacity and means to carry out the obligations herein and the power and authority to execute this Agreement.

**6. Entire Agreement/Integration**

This Agreement represents the entire understanding and agreement between the Parties relating to the subject matter herein and shall be binding upon and inure to the benefit of the parties and their successors and assigns (if permitted). This Agreement may not be modified or supplemented except in writing and signed by all Parties. No prior oral or written understanding, covenant or agreement with respect to the subject matter herein shall survive the execution of this Agreement.

**7. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

**8. Notices**

Any notice or communication to be given by one Party to the other under this Agreement must be in writing and shall be by hand delivery or express mail. Any notification required or permitted under this Agreement shall be transmitted to the persons shown below or to such other persons as the Parties, from time-to-time, may specify in writing:

**The Foundation:**

Play for All Foundation, Inc.  
102 E. Wesley Street  
Wheaton, IL 60187  
Attention: President

**The Donor:**

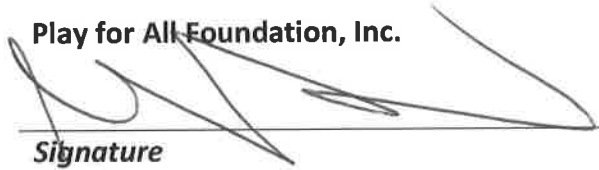
Attention: Gary Crocus or President  
Wesley Luehring Foundation  
807 Cherry Street  
Wheaton, IL 60187

**9. Execution of Agreement**

This Agreement may be executed in counterparts with the same effect as if all Parties had signed the same document. All such counterparts shall be construed together and shall constitute a single Agreement, binding on all Parties. Signatures transmitted in electronic form or by facsimile shall have the same force and effect as original signatures.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their authorized representatives as of the date set forth herein.

**Play for All Foundation, Inc.**

  
\_\_\_\_\_  
*Signature*

**By: Michael J. Benard**

**Title: President**

**Dated:** 11/11/13

**Wesley Luehring Foundation**

  
\_\_\_\_\_  
*Signature*

**By: Gary Crocus**

**Title: President**

**Dated:** 11/11/13