

DONATION AGREEMENT

This Agreement (the "Agreement") is made as of this 8th 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 **Kiwanis Club of Wheaton Charitable 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 five (5) years, commencing on November 1, 2013, and terminating on November 1, 2017 (the "Term").

2. Donation

During the Term, the Donor shall:

A. Provide funding to the Foundation as follows:

December 1, 2013	\$5,000;
December 1, 2014	\$5,000;
December 1, 2015	\$5,000;
December 1, 2016	\$5,000;
December 1, 2017	\$5,000.

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 will be listed as Kiwanis Club of Wheaton on all donor credits.
Donor will be recognized under the "Front Runner" name level.***

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

Kiwanis Club of Wheaton
PO Box 30
Wheaton, IL 60187
Attention: President

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: 12/13/13

Kiwanis Club of Wheaton



Signature

By: Tim Byam

Title: President

Dated: 11/18/2013