

## **DONATION AGREEMENT**

This Agreement (the "Agreement") is made as of this <sup>1</sup>9 day of June in the year of 2016 by and between the **Play for All Playground and Garden Foundation, Inc.**, an Illinois not-for-profit company (the "Foundation") EIN 46-3862874, and Kimberly A. Ulfig 22W375 McCarron Road Glen Ellyn, IL 60137 ("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 and individuals to raise money for the design, construction and operation of the playground; and

**WHEREAS**, the 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 and Donation**

A. Provide funding to the Foundation as follows:

- i. \$100,000 by December 15, 2016
- ii. \$50,000 by December 15, 2017

#### **2. Donor Recognition and Conditions**

A. Recognition

- i. will be determined in the future

B. Conditions

- i. Donor funding is to be used only for design and construction of treehouse phase of the project
- ii. Donor will be directly involved throughout treehouse design process

#### **3. Use of Donor's Name**

A. Subject to the terms of this Agreement, Donor grants to the Foundation the non-exclusive and royalty-free license to use the donor's name to identify Donor in connection with fundraising activities as approved in advance and in writing by Donor.

#### **4. 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.

**5. 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.

**6. Governing Law**

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

**7. 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 Playground and  
Garden Foundation, Inc.  
102 E. Wesley Street  
Wheaton, IL 60187  
Attention: President

**The Donor:**

Kimberly A. Ulfig  
22W375 McCarron Road  
Glen Ellyn, IL 60137

**8. 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 Playground and  
Garden Foundation, Inc.

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

By: Michael J. Benard, President

Dated: 6/6/14

Kimberly A. Ulfig  
22W375 McCarron Road  
Glen Ellyn, IL 60137

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

Dated: 07 JUNE 16