



**A Gift Agreement between [DONOR] [, DONOR II if appropriate]
and the Regents of the University of Michigan
for the benefit of Matthaei Botanical Gardens and Nichols Arboretum**

[DONOR] [and DONOR II] (“Donor[s]”) will provide a gift of \$5,000 OR \$7,500 to the Regents of the University of Michigan (“Regents” or “University”), a Michigan constitutional corporation, for the benefit of Matthaei Botanical Gardens and Nichols Arboretum.

Purpose of the Gift

The gift will be used to establish a bench in honor of OR in memory of [NAME OR EVENT] at the location in Nichols Arboretum OR Matthaei Botanical Gardens agreed upon by the Donor[s] and the University (site map and photos attached). The Donor[s] and the University acknowledge and agree that the gift shall be expendable and shall not be established or administered as an endowment fund. The University will determine in its discretion the timing and amount of expenditures from the gift.

The Director of Matthaei Botanical Gardens and Nichols Arboretum (the “Director”) shall be responsible for carrying out the intended purpose of the gift.

Terms of Care and Recognition

- The University will install a backed bench made from sustainably harvested teak, an anodized aluminum inscription plaque, and concrete bench foundation (the “Bench”) in the [location] of Matthaei Botanical Gardens OR Nichols Arboretum in honor of OR in memory of [NAME OR EVENT].
- The University will maintain the Bench for a period of 10 years beginning in the month of installation: [MONTH, YEAR], including replacement if deemed necessary by the Director.
- The University will notify the Donor[s] when the bench is installed and, throughout the coming 10 years, of plans for any needed maintenance or replacement.
- Upon expiration of the 10-year term, the University may, in its discretion, remove, replace or re-memorialize the Bench or the location of the Bench, provided the Donor[s] and the University have not entered into any subsequent agreements regarding the Bench.
- The University will make a digital archive of the Bench available for public view on the Matthaei Botanical Gardens and Nichols Arboretum web-based Tribute Tracker. The archive record will include an accompanying photo and map of the Bench location.

- The University shall also appropriately recognize the Donor[s] in internal and external publications and through other suitable means. The Donor[s] consent[s] to this recognition and publicity.

Payment of Gift

The Donor[s] pledge[s] and agree[s] to transfer to the Regents in cash, readily marketable securities or other property acceptable to the University, the entire gift amount of \$5,000 OR \$7,500 on or before [DATE]. **OR** The Donor[s] made a gift of \$5,000 OR \$7,500 to the University of Michigan’s Matthaei Botanical Gardens and Nichols Arboretum on [DATE OF GIFT]. The Regents shall issue gift receipts to the Donor[s] in accordance with the University’s policies.

Pledge

[IF ONE DONOR] The Donor acknowledges that the University’s performance of its obligations under this Gift Agreement is in reliance upon the Donor’s pledge of future payments. This Gift Agreement shall be binding upon the University, its successors and assigns, and upon the Donor and the Donor’s representatives, executors, heirs, successors and assigns.

[IF TWO OR MORE DONORS] Each Donor acknowledges that the University’s performance of its obligations under this Gift Agreement is in reliance on each Donor’s pledge of future payments as provided in this Gift Agreement. Each Donor acknowledges that his or her pledge obligation shall be joint and several. This Gift Agreement shall be binding upon the University, its successors and assigns, and upon the Donors and the Donors’ representatives, executors, heirs, successors and assigns.

Governing Bylaws, Law and Jurisdiction

This Gift Agreement shall be construed and interpreted as to be consistent with then existing Bylaws of the Regents of the University. Bylaw 3.05 indicates that the wishes of donors shall be loyally observed, so long as in the opinion of the Regents such wishes do not conflict with the proper administration of the University under changes that may develop in the course of time. Should such changes occur, the Regents shall use the gift in a manner that satisfies the intentions of the Donor[s] as closely as possible. Any disputes relating to the application, construction, interpretation, or enforcement of this Gift Agreement shall be governed by the laws of the State of Michigan and shall be heard, decided and resolved in Michigan.

IN WITNESS WHEREOF, the Donor[s] and the University by its duly authorized officer have caused this Gift Agreement to be executed on or as of the _____ day of [MONTH, YEAR].

[NAME], Donor

[NAME, if 2nd donor], Donor

Matthaei Botanical Gardens and Nichols Arboretum

By: _____
Robert E. Grese, Director

The Regents of the University of Michigan

By: _____
Jerry A. May,
Vice President for Development