



Downtown Trees Agreement

Date: _____ Location: _____ Total Fee: _____

Site Name (Name on plaque) _____

Sponsor (Payment made by) _____

(Please complete this line with Sponsor's name – this may be an individual, a couple, a trust or other entity who is the responsible party to this Agreement)

This AGREEMENT is entered into on the date first listed above, by and between **UP WITH TREES, INC.**[®], an Oklahoma not-for-profit corporation, (hereinafter UWT) and the **SPONSOR** named above for a continuing maintenance agreement on an existing tree, as indicated above, under the following terms and conditions:

1. Upon full and complete payment of the Fee, Sponsor becomes entitled to the naming rights of the Tree.
2. Up With Trees, Inc.[®] is a 501(c)3 organization as recognized by the Internal Revenue Service. As such, payment of the Fee by Sponsor is a tax-deductible contribution to the extent permitted by law. No goods or services have been or will be provided to the Sponsor for this contribution. Sponsor is encouraged to seek professional tax advice regarding this payment.
3. Sponsor is making a gift and contributing to the public welfare of metropolitan Tulsa. However, Sponsor is not purchasing trees or signage, Sponsor has no ownership rights in any tree or signage and purchases no property rights regarding the Site.
4. UWT is not responsible if the City of Tulsa changes requirements or regulations regarding the tree requirements or placement.
5. Sponsor may not modify the UWT sign or other signage in any way nor add any type of ornamentation, symbol, picture, additional planting material, plastic flowers or any other item to either the sign or to the tree site. This is a requirement of both UWT and the City of Tulsa.

