Tree Site Agreement

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<th>Date</th>
<th>Location</th>
<th>Total Fee</th>
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☐ New Planting Site  ■ Existing (Adopted) Site

_____ # of Existing Trees  _____ # of New Trees to Be Added

This AGREEMENT is entered into on the date listed above, by and between UP WITH TREES, INC.®, an Oklahoma not-for-profit organization, and the SPONSOR named below for the planting of a new tree site or the adoption of an existing tree site, as indicated above, under the following terms and conditions:

1. Upon an initial Donation as scheduled in paragraph #3 below, Sponsor becomes entitled to the naming rights of the Location for a period of eight (8) years beginning on the Date of Sign Installation. Donation must be made prior to the preparation of the Sign.

2. Donation Plan – Sponsor agrees to make donations as scheduled below. Sponsor acknowledges their responsibility to make all donations when scheduled. If donations are not made as scheduled, or if any donation is more than 60 days late, Up With Trees may, in its sole option, remove the Sponsor’s name from the Site and remarket the site to another Sponsor.

3. Up With Trees, Inc.® is a 501(c)3 organization as recognized by the Internal Revenue Service (Tax ID# 73-1001180). As such, payment of the Donation 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.
4. 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.

5. The Tree Site Location is on public property within the metropolitan area of the City of Tulsa, Tulsa, Oklahoma. Up With Trees has agreements with various governmental agencies, which agreements allow the planting of trees and in many cases, the erection of signage. Up With Trees must satisfy the requirements of these agencies on tree sites. This process can take time and Up With Trees is not responsible for any delay in its planting schedule caused by such requirements.

6. Up With Trees provides a 3-year guarantee on new trees and will replace dead trees without cost to the Sponsor during that period if required. However, Up With Trees is not responsible for trees lost to factors beyond our control, such as vehicle damage, fire, vandalism, natural disaster or other acts of God.

7. The Tree Site Sponsorship Policy provides, among other items, that after eight years, Sponsor may continue naming rights for this tree site location on a year-by-year basis upon by entering the Extended Site Sponsorship program and giving a donation of an annual sponsorship payment based on the sponsorship levels in place at that time. If the Sponsor chooses to discontinue sponsorship and opt out of the Extended Site Sponsorship program, the Sign will be removed and the Site will be placed up for adoption. The Sponsor will have the option at that time to plant a Commemorative Tree at no cost in one of the multiple Arbor Gardens that Up With Trees maintains.

8. While Up With Trees will make every effort to accommodate the desires of the Sponsor regarding tree selection and placement for new plantings, final selection will be at the sole discretion of Up With Trees in consultation with the responsible governmental agency.

9. Sponsor must complete a Tree Sign form, indicating the exact wording desired. Up With Trees will not manufacture signage without a signed approval form.

10. Certain government agencies have specific signage polices. Up With Trees is not responsible if the oversight agency changes
requirements or regulations regarding the tree site, tree spacing or sign requirements or placement.

11. Sponsor may not modify the Up With Trees sign or other signage in any way nor add any type of ornamentation, additional planting material, plastic flowers or any other item to either the Sign or to the tree site.

12. Up With Trees will make every reasonable effort to verify that the tree site location is not in the path of any planned road or highway expansion or modification. However, should such an event occur, Up With Trees is not responsible for any loss or damage to trees or to the tree site.

Sponsor’s Name ____________________________________________________________

Organization (if applicable) ___________________________________________________

Mailing Address ______________________________________________________________________

City _________________________ State ______________ Zip ______________

Phone (Please √ preferred) ☐ Home _____________ ☐ Office ______________

☐ Cell ______________  ☐ Other __________________

Email address ________________________________________________________________

Alternate Contact – Name _________________________________________________________

Mailing Address ______________________________________________________________________

City _________________________ State ______________ Zip ______________

Phone (Please √ preferred) ☐ Home _____________ ☐ Office ______________

☐ Cell ______________  ☐ Other __________________

Email address ________________________________________________________________
Wording on Sign

________________________________________________
________________________________________________

Signed:

___________________________________________
Sponsor

___________________________________________
Up With Trees, Inc.®

____________________  ______________________
Date                 Date