

SAMPLE CONTRACT – PLEASE DO NOT COMPLETE



**Friends of Fish Creek
30th Anniversary Dedication Tree Project Contract**

In honour of the Friends of Fish Creek Provincial Park Society's (the "**Friends**") 30th anniversary, a one-time, dedication tree opportunity is being made available, as a way of celebrating our ongoing partnership with Alberta Environment and Parks ("**AEP**") and to support the Friends' ongoing education and stewardship work in Fish Creek Provincial Park (the "**Park**") through funds raised.

Thirty individuals/groups/organizations will have the opportunity to dedicate a native balsam poplar tree in the 30th Anniversary Poplar Grove (the "**Grove**"), located along the Stream Changes Trail, at the Bow Valley Ranch, through making a donation to the Friends. This site represents the critical environmental stewardship work the Friends undertake, by planting native poplars in areas where they are not naturally regenerating, and where existing stands are considered "decadent" (i.e. where the majority of the mature poplars are dead or dying).

Whereas the individual(s), group, or organization identified below (the "**Donor**") wishes, in consideration of the donation specified in Article 6, to have a dedication tree (the "**Tree**") planted in the Grove located in the Park, the Friends and the Donor (jointly, the "**Parties**") agree as follows: The Donor(s)' name(s) and contact information is (are) as follows:

Donor #1

Name: _____

Phone: _____

Address: _____

Email: _____

Tax Receipt Needed: Yes/No (circle one)

If you are the only donor, you will be issued a tax receipt for the full \$475 donation amount.

If this is a shared donation with other donors and you need a tax receipt for your contribution to the total amount, please indicate the percentage of the tax receipt that we need to make out to you: _____% of \$475.

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Please add additional Donor information below if you are sharing the donation with others.

Donor #2

Name: _____
Address: _____

Phone: _____
Email: _____

Tax Receipt Needed: Yes/No (circle one)

Please indicate your percentage of the total donation amount so we can issue a tax receipt for your contribution: _____% of \$475

Donor #3

Name: _____
Address: _____

Phone: _____
Email: _____

Tax Receipt Needed: Yes/No (circle one)

Please indicate your percentage of the total donation amount so we can issue a tax receipt for your contribution: _____% of \$475

This contract is entered into by the authorized representatives of the Parties in Calgary, Alberta and becomes valid on the date that both parties have signed the contract. Contract terms and conditions enclosed.

For the Donor: (Donor’s Representative)

Friends’ Representative:

Signature: _____

Signature: _____

Date: _____

Date: _____

Name: _____

Name: _____

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CONTRACT TERMS AND CONDITIONS

The Friends and the Donor(s) agree to the following Terms and Conditions:

1. **Tree Dedication:** A donation towards the 30th Anniversary Dedication Tree Project provides the Donor(s) with the following:
 - The opportunity to plant one native balsam poplar (*populus balsamifera*) tree during the Planting Event, as defined herein, or on such other date as the Friends may provide with reasonable notice to the Donor(s);
 - The opportunity to purchase one limited edition print of an original painting, created by a local artist, of the Grove (available in 2023), or if such print is not available, such other substitute as the Friends may deem appropriate;
 - A corresponding tax receipt (see Section 7), and
 - Donor recognition on the Friends of Fish Creek website (if indicated by Donor(s)).

The Donor(s) hereby acknowledges and confirms that it does not, and shall not, now or in the future, and in any event whatsoever, have or claim any ownership rights to such Tree. By this Contract, Donor(s) shall solely have the opportunity to assist with planting the Tree under the guidance and supervision of the Friends.

2. **Planting Event:** The Friends will coordinate and facilitate a planting event, to be hosted on **Saturday, September 17, 2022** (or on such other date and time as the Friends may provide with reasonable notice to the Donor(s)) during which Donor(s) will have the opportunity of helping to plant a tree in the Poplar Grove. The Friends will supply all native poplar trees for the planting event, sourced from a local and trusted nursery, in addition to all supplies and equipment needed for the fieldwork, including personal protective equipment. Donor(s) are not required to take part in the planting event, nor can the Friends accommodate alternate dates for Donor(s) to plant a tree if they are unable to attend the scheduled planting event. The Friends also reserve the right to reschedule the planting event if unforeseen circumstances will not allow it to go ahead. No clause in this Contract shall be deemed a guarantee by the Friends to conduct such Planting Event.

Each tree will be planted with the following items, to increase the chance that they will fully establish and grow:

- A watering device, used for a minimum of one full year, to ensure the new planting has a constant source of water;
- A tree “cage” made of stucco wire, used as a deterrent for beavers;

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- Watering devices will be replaced in the second year with a biodegradable mat and mulch, to help prevent invasive weed and grass encroachment, to help retain moisture and to provide a source of nutrients through biodegradation over the long term.

3. Term of Project: This project will run from the date of the Planting Event and for three full years, from **September 17, 2022, to September 30, 2025**, or on such other date as the Friends may provide with reasonable notice to the Donor(s). During this time, the Friends staff and volunteers will be responsible for the following activities at the Grove:

- Site monitoring – recording of observations associated with both the general site and individual trees, as related to possible damage to watering devices, tree cages, or the trees themselves;
- Site maintenance – as needed, repair/replacement of watering devices, tree cages, provision of additional mulch, pruning of dead branches;
- Tree replacement – if a tree dies, only during the project period.

The Donor(s) hereby acknowledges and confirms that unpredictable natural ecological processes can result in damage to individual trees, and that – over time – some of the trees in the Grove will not survive. Donor(s) further acknowledges and confirms that the Friends are not responsible for monitoring, maintaining, or replacing trees following the end of this Contract, nor is it permitted for the Donor(s) to replace a damaged or dead tree independently. No clause in this Contract shall be deemed a guarantee by the Friends as to the monitoring, maintenance, and/or replacement of such Tree, beyond the Friends reasonable diligence.

4. Donor Recognition: The Friends will recognize all 30th Anniversary Dedication Tree Donors on the dedicated website page for this project, until the duration of the project (September 30, 2025), or on such other date as the Friends may provide with reasonable notice to the Donor(s). No donor recognition is permitted at the Grove site (e.g. signage, plaques).

5. Prohibited Adornment: Adornment, decoration of embellishments of any kind - of dedication trees or the project site - contravenes Park regulations. The Donor(s) and their representatives and assigns duly acknowledge this prohibited adornment and warrant to the Friends and the Park that they will not, at any time and for any reason whatsoever, adorn any trees or the Grove in general. Prohibited adornment includes, but is not limited to, placing any form of ribbons, banners, photographs, plaques, and flowers. Any adornment found on or about the Grove will be removed and discarded immediately without any notice to the Donor(s). The Donor(s) agrees to fully indemnify the Friends and the Park for all costs associated with the removal of any adornment.

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6. **Donation:** The donation amount for each tree is **four hundred and seventy-five dollars (\$475.00)**. Once the donation has been made, the Donor understands that there will be no refund.
7. **Tax Receipt:** The Friends will provide the donor with a tax receipt for **\$475**. If more than one individual has contributed to the donation, then the Friends will issue a tax receipt to each contributor in proportion to the amount contributed by each as represented by the Donor's representative, upon which the Friends may rely. The Friends reserve the right to limit the number of donors associated with any tree donation.
8. **Term of the Contract:** The contract shall commence upon payment of the full donation amount by the Donor(s) to the Friends (**\$475.00**) and once both parties have signed the Contract. The Contract expiry date is **September 30, 2025**), or on such other date as the Friends may provide with reasonable notice to the Donor(s).
9. **Donor's Contact Information:** Throughout the term of the Contract, the Donor or his/her representative shall promptly advise the Friends of any changes to his or her contact information. The Donor(s) acknowledges that the Friends is not responsible for requesting updated Donor contact information. The Donor(s) hereby holds harmless and absolutely releases the Friends and the Park from any liability which may result from the Donor's contact information not being up to date as per the records of the Friends and the Park.

If, during the term of the contract, the tree becomes inaccessible for a period of time exceeding six (6) months through damage caused by floods, vandalism, or any other reason, the expiry date shall be extended by the period of inaccessibility.
10. **Contract Renewal:** There is no opportunity to renew this Contract.
11. **Entire Agreement:** This Contract contains the entire agreement between the Parties and supersedes any previous understanding, commitments, or agreements, oral or written.
12. **Law of the Contract:** The Contract shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada.

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