

# Waukesha Public Library

## Donor Naming Gift Agreement

This Gift Agreement ("Agreement"), effective as of \_\_\_\_\_, 20\_\_ ("Effective Date"), is made and entered into by and between \_\_\_\_\_, whose address is \_\_\_\_\_ ("Donor") and the Waukesha Public Library for the use and benefit of the Waukesha Public Library ("Library"). Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

### RECITALS

Donor wishes to make a charitable gift to the Waukesha Public Library for the use and benefit of the Library as set forth in this Agreement.

The Library desires to accept such gift, subject to the terms and conditions set forth in this Agreement.

### AGREEMENT

1. **Gift.** Donor hereby pledges to the Friends for the use and benefit of the Library the following gift: \$\_\_\_\_\_ ("Gift").
2. **Payment of the Gift.** The Gift is an irrevocable pledge that will be paid to the Library over a period of \_\_\_\_ ( ) years. Payments in support of this pledge will begin immediately upon the execution of this Agreement with an initial payment of \$\_\_\_\_\_ and will continue annually thereafter on the anniversary of the Effective Date according to the following schedule:

<u>Amount of payment by Donor</u>	<u>Due Date</u>
\$ _____	_____, 20__
\$ _____	_____, 20__
\$ _____	_____, 20__
\$ _____	_____, 20__
\$ _____	_____, 20__

Donor may accelerate the payment of any or all of this pledge at any time in Donor's discretion so long as the cumulative total of all gift payments meets the foregoing

schedule. Payments shall be paid by Donor to the Library through the Library's fund held by the Waukesha County Community Foundation for the specified purpose.

3. **Use of the Gift.** The Gift shall be used for any purposes within the Library's caoutak campaign project or with the Library's mission or purposes.
4. **Acknowledgment.** In consideration for the Gift, the Library will acknowledge the Gift by naming the *[insert area or location to be named, and then the new name of the area or location]*. Before the Naming recognition is erected, Donor shall demonstrate reasonable and timely pledge payments. After the Naming is affixed, Donor will continue pledge payments in accordance with the foregoing schedule. Subject to the terms of this Agreement, the Naming will last for \_\_\_\_ years, and per the other regulations and specifications in the Township's Naming Policy (see attached).

The Naming recognition for the designated area will consist of *[description of the signage, or plaque to be affixed to the room or area – or reference to attached mock-up of the recognition]*. In addition to recognizing the donor on signage in the designated area, the Library will refer to the area using the Naming recognition in marketing, publicity, and other print and online materials for the duration of this agreement.

5. **Termination of Naming.** The Township or Library may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming:
  - a. In the event of any default in payment of the Gift as provided in this Agreement, or
  - b. In the unlikely event the Board determines in its reasonable and good faith opinion that circumstances have changed such that the Naming chosen by the Donor would adversely impact the reputation, image, mission or integrity of the Library, in the event of a continued association with Donor and the continuation of the Naming provided for herein.

Upon any such termination of this Agreement and/or the Naming hereunder, the Library shall have no further obligation or liability to Donor and shall not be required to return any portion of the Gift already paid. The Library, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the Gift already received.

6. **Modification of Naming.** If during the useful life of the Library, the building is closed, deconstructed, destroyed or severely damaged, significantly renovated, upgraded, or modified; relocated, or replaced, then the Naming will cease. In such event, however, the Donor, if available, and in consultation with and as mutually agreed by the Library,

will have the right, for no additional payment, to have another available and equivalent Library area named after the Donor.

7. **Assignment**. This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
8. **Entire Agreement**. This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto.
10. **Governing Law and Venue**. This Agreement will be governed by and construed in accordance with the laws of Wisconsin without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction.
11. **Library Board Approval**. This Agreement and the recognition and naming provided for herein are subject to the approval by the Board of the Waukesha Public Library and this Agreement will not be effective unless and until approved by the Board.

ACCEPTED AND AGREED TO:

DONOR NAME

FOR THE WAUKESHA PUBLIC LIBRARY

\_\_\_\_\_  
Name

By: \_\_\_\_\_

Name: Bruce Gay, Library Director