



**CITY OF MISSISSAUGA
COMMEMORATIVE TREE PROGRAM
DONATION AGREEMENT**

TO: CORPORATION OF THE CITY OF MISSISSAUGA (“City”)

I, (Insert Your Name as Donor) _____, wish to make a donation to the City’s Commemorative Tree Program in _____, on the following terms:

1. Donation

I enclose my cheque for (Insert amount of cheque: Note \$750.00 for each Tree inclusive of HST) _____ made payable to the City of Mississauga as my donation to the City’s Commemorative Tree Program (“My Donation”). **Mail payment to 950 Burnhamthorpe Road West, P.O. Box 1850, Station B, Mississauga, Ontario L4Y 3W6.**

2. Use of My Donation

My donation is to be used by the City to purchase, plant and maintain on City property one tree, including applicable taxes (the “Tree”) for each \$750.00 that I am donating with this Agreement.

3. Agreement To Conditions

I acknowledge and agree to the following conditions:

- (a) this City’s Parks staff will work with me to select an appropriate species and location for the Tree. Since not all City properties or tree species are suitable for the Commemorative Tree Program, the City will have the right to make the final decision as to species and location;
- (b) the Tree will be either a deciduous tree with a minimum diameter of 60 mm. (2.5 inches) or a conifer tree that is at least 1.8 metre (6 feet) high;
- (c) after the final decision has been made as to species and location, the Tree will be planted to the City’s standards and specifications;
- (d) no Tree will be planted until the City has received payment in full of My Donation;
- (e) if I require a plaque, it will be by separate agreement. However, I understand that not all sites are suitable for plaques;
- (f) planting of the Tree will take place in the Spring or Fall planting season, depending upon when My Donation is received and when the final decision as to species and location is made;
- (g) I understand that the tree becomes city property once it is installed;
- (h) the placement of memorial wreaths, flowers or any other item in the vicinity of the Tree is prohibited;
- (i) the City will maintain the Tree in the same manner as other trees in City parks;
- (j) if the Tree needs to be replaced for any reason within five (5) years of its planting, the City will replace the Tree once after the two (2) year nursery warranty. Further replacements will be at the discretion of the City;
- (k) the City will have the right to relocate the Tree is such relocation becomes necessary due to vandalism or any other circumstance. Where possible, the tree will be relocated within the same City property. Prior to any relocation, the City will attempt to contact me at the most recent address on file with the City. It is my responsibility to notify the City of any change to my address;
- (l) if any part of My Donation is not needed to purchase, plant, maintain, replace or relocate the Tree as contemplated by this Agreement, the balance shall be used to provide and maintain other trees in City parks.

4. Receipt for Tax Purposes

The City will issue me a receipt for tax purposes in respect of My Donation to the extent permitted by the Income Tax Act.

Date: _____

Signature as Purchaser

Signature of Witness (City Staff)

Full Name (Please Print)

Address

City Province Postal Code

Bus. Tel. No. Home Tel. No.