



DONATION AGREEMENT



This DONATION AGREEMENT is made and entered into by and between _____ (“Donor”) and the City of Gretna, Nebraska, a municipal corporation and a political subdivision of the State of Nebraska (“City”).

WITNESSETH:

WHEREAS, the City is a municipality of the State of Nebraska and the Donor’s donation and contribution hereinafter provided for will constitute a “charitable contribution” as provided in Internal Revenue Code § 170(c)(1); and

WHEREAS, the Donor is willing to make the following described donation to the City which will greatly assist the City in equipping, improving and expanding its City recreation, parks, sports, and youth athletic facilities at the City’s Gretna Crossing Park; and

WHEREAS, the Donor and the City desire to specify in writing herein the agreed terms of the Donor’s donation and the City’s acceptance thereof.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN the Donor and the City as follows:

1. The Donor in conjunction with the execution of this Donation Agreement has delivered and donated to the City the amount of \$ _____, for the purposes of the City purchasing, installing and/or constructing at the City’s Gretna Crossing Park _____

_____.

2. The Donor makes this donation to the City solely in exchange for the tax advantages that may be derived by doing so. No goods or services were received by the Donor in exchange for this contribution.

3. The City, as a municipal corporation and a political subdivision of the State of Nebraska, accepts and shall use the donation for the public uses and purposes hereinbefore provided, and

the City recognizes the Donor's donation as a charitable contribution. The City shall complete and execute all Internal Revenue Service documents necessary to recognize the Donor's donation as a charitable contribution to the City.

4. Until used and distributed for the public purposes hereinbefore provided, the donation shall be designated by the City and accounted for as a "restricted fund" separate and apart from other funds and monies of the City, but shall be commingled with other assets of the City for investment purposes. Additionally, the donation shall be included in the City's annual audit report as a "restricted fund", which report will be made available to the Donor upon request.

5. To honor the Donor and in appreciation of the Donor's generous charitable contribution to the City, the following terms are agreed to, if any. _____

_____.

6. If the donation cannot at some time in the future be applied to the above purposes because of a change in law or unforeseeable circumstances, then the City will consult with the Donor regarding the use of the donation for other related purposes. If the Donor, however, is not available and/or unable to be contacted, then the donation may be used for any related purposes which in the opinion of the City, will most nearly accomplish the Donor's wishes. Additionally, in the event that items purchased, installed or constructed via the donation become damaged, unsafe, obsolete or of little or no use or value, or require excessive City maintenance and/or the expenditure of City funds, then the City may in its sole discretion remove the items and the City shall not be required to either repair or replace the same. Any removable plaque, engraved plate, or device commemorating the donation will, in such cases, be offered to the Donor or the Donor's family or heirs.

7. Either party, upon the request of the other party, shall execute and deliver such further documents and instruments as such other party may reasonably deem appropriate to carry out the terms and conditions of this Donation Agreement, provided that such further documents and instruments are consistent with the terms and conditions of this Donation Agreement.

8. This Donation Agreement sets forth the complete understanding of the parties with respect to the donation that is the subject of this Donation Agreement. No oral statements,

representations or agreements other than this Donation Agreement shall have any force or effect and the City and the Donor agree that they will not rely on any representations or agreements other than those contained in this Donation Agreement.

9. All agreements, representations, terms and conditions set forth herein shall be considered to have been relied upon and shall survive the execution and delivery of this Donation Agreement and the delivery of the donation being made pursuant hereto.

10. By mutual consent of the City and the Donor, any provision of this Donation Agreement may be amended, modified or deleted. Any such amendments, modifications or deletions shall be recorded in a written and signed addendum, which shall constitute a part of this Donation Agreement.

11. This Donation Agreement shall be binding upon and inure to the benefit of the City's future mayors and councils.

IN WITNESS WHEREOF, the parties have executed this Donation Agreement as of the dates so indicated below.

_____, Donor

Dated: _____

Name: _____

Address: _____

Email: _____

Phone: _____

City of Gretna, Nebraska, a
municipal corporation and political subdivision of
the State of Nebraska

Dated: _____

Mayor Michael D. Evans