|  |  |  |
| --- | --- | --- |
| **DNR_Logo-Clear** | Michigan Department of Natural Resources  **Gift and Acceptance Agreement for**  **Monetary Gift or Site Furnishings**  *By authority of Part 5 of Act 451, P.A. of 1994, as amended.* |  |

This Gift and Acceptance Agreement (Agreement), effective as of the date of the signed agreement is entered into between the **(Name of Individual, Family or Organization Providing the Gift)** (“Friends”), whose address is **(provide address here)** and the STATE OF MICHIGAN through the DEPARTMENT OF NATURAL RESOURCES, PARKS AND RECREATION DIVISION (DNR), whose address is PO BOX 30257, LANSING MI 48909-7757.

**RECITALS**

**A.** DNR has jurisdiction over certain real property described as the **(provide park name here)** (Site), located in **(provide county name here)** County, MI.

**B.** The “Friends” is an organization with a mission to support maintenance and upgrade of the Site.

**C.** The “Friends” desire to provide a gift to the DNR to further these improvements to the Site (Site Improvements), subject to the terms and conditions of this Agreement.

**D.** DNR desires to accept the “Friend’s” gift OF the Site Improvements.

**E.** The “Friends” and the DNR intend that the gift will be used to enhance the Site, for the benefit and recreation of the public.

The parties agree as follows:

1. The “Friends” will provide a gift to the DNR of the Site Improvements and any required site preparation, if needed, for installation of the identified Site Improvements.
2. The DNR will be responsible for site preparation and installation oversight of the Site Improvements.
3. The “Friends” and the DNR agree that any gift of Site Improvements once completed will become the property of the DNR.

**ARTICLE I**

**GIFT TO DNR**

* 1. **Gift of the Site Improvements.** The “Friends” hereby make a **(choose “monetary” or “site furnshing” here** gift to the DNR, in the amount of **(provide estimated dollar amount here)** dollars. This gift is conditioned upon the terms and conditions of this Agreement.
  2. **Conditional Acceptance of Gift.** The DNR agrees to accept the gift, subject to the terms and conditions of this Agreement. Prior to completion of the project and acceptance by DNR, ownership, maintenance and associated liability is the responsibility of the Friends group for all non-monetary items. Upon completion of project, ownership, maintenance and associated liability will be responsibilities of the DNR.
  3. **Donor Recognition.** The “Friends” shall be entitled, subject to applicable law and reasonable discretion of the DNR, to place and maintain in a visible location at the Site Improvements, at its own cost, a plaque, sign or other designation identifying its gift, subject to approval by the DNR prior to installation. The DNR may also recognize the donor pursuant to any applicable State of Michigan policy or procedure.

**ARTICLE II**

**DESIGN OF THE SITE IMPROVEMENTS**

**2.1.** **Design Plans.** Prior to installation of Site Improvements, the DNR shall approve Site Improvements design, installation location, and any site preparation plans needed. The Site Improvements are to be constructed in accordance with any final drawings and specifications approved by the DNR or other applicable entities.

**2.2.** **Plan Revisions Relating to Site Conditions.**  The parties acknowledge that plans may have to be revised to accommodate unforeseen site conditions discovered at the time of installation.

**ARTICLE III**

**MISCELLANEOUS**

**3.1. Naming Recognition.** If the gift(s) involves the naming of the gift(s) in honor of an individual, the DNR reserves the right to submit that individual’s name for a criminal background review.  If the review is unacceptable, the DNR reserves the right to decline the gift(s).

**3.2. Entire Agreement.** This Agreement may be amended only by written instrument signed by both parties.

**3.3. DNR Authority.** The DNR represents that the DNR has authority as may be required by law to enter into this Agreement and to accept the gift, subject to the terms and conditions of this Agreement.

**3.4. “Friends” Authority.** The “Friends” represent that any signatory to this Agreement, signing on its behalf, has the authority to enter into this Agreement and to give the gift to the DNR.

**3.5. Notice, Mailing, Addresses and Delivery.** Any notice or other communication to the DNR required by this Agreement shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered U.S. mail return receipt requested. (Email shall be used for additional notification that there is correspondence being sent by US mail.) Unless either party notifies the other in writing of a different mailing address, any notice or other mailing to the DNR and the “Friends” shall be transmitted to the addresses listed below:

(a) **Friends:**

**Attn:** **(provide name and address here)**

(b) **DNR:**

**Attn:** **(provide unit supervisor and local PRD address here)**

**3.5. Severability.** Should any provision of this Agreement or its amendments be found to be illegal or otherwise unenforceable by a court of law, such provision shall be severed from the Agreement, and such action shall not affect the enforceability of the remaining provisions of the Agreement.

**3.6. Applicable Law.** This Agreement shall be interpreted in accordance with the laws of the State of Michigan.

The DNR and the “Friends” have executed this Agreement in duplicate, each of which shall be deemed an original.

The parties have executed this Agreement as of the date first above written.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Witnesses: | | **(NAME OF ORGANIZATION)** | | |
|  |  | By: |  | |
| Name: |  | Name:  Title: |  | |
|  |  | Date: |  | |
|  | | **MICHIGAN DEPARTMENT** | | |
| Witnesses: |  | **OF NATURAL RESOURCES** | | |
|  |  | By: | |  |
| Name: |  | Name:  Title: | | Ronald A. Olson  Chief, DNR Parks & Recreation Division |
|  |  | Date: | |  |