

# Donation Agreement

## Commemorative Tree Program

Community Services  
Parks & Forestry



Personal information on this form is collected under the authority of the Municipal Act, 2001, s. 11 and the City of Mississauga Policy No. 05-07-02. The information will be used to administer the Tree and Bench Donation Program and to correspond with the person responsible for the donation or purchase. Questions about this collection should be directed to the Supervisor, Cemetery Operations, Parks and Forestry, 950 Burnhamthorpe Road West, Mississauga, Ontario L5B 3Y3, Telephone 905-615-3200 ext. 5566.

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

I, (First and Last name of donor) \_\_\_\_\_ ,  
wish to make a donation to the City’s Commemorative Tree Program on the following terms:

### 1. Use of “The Donation”

The donation is to be used by the City to purchase, install and maintain on City property one tree, (the “Tree”) for each Commemorative Tree Donation, including applicable taxes that I am donating with this Agreement.

### 2. Donation(s)

**In person:** Donations (as per the City’s applicable Fees and Charges Bylaw) can be made using Visa, Mastercard, American Express, Debit or cheque at 950 Burnhamthorpe Road West, Mississauga, Ontario.

**By mail:** Mail your cheque to Parks & Forestry Division, 950 Burnhamthorpe Road West, P.O. Box 1850, Station B, Mississauga, Ontario L4Y 3W6.

Cheques should be made payable to the “City of Mississauga”.

### 3. Agreement To Conditions

I acknowledge and agree to the following conditions:

- the City’s Forestry staff will work with me to select an appropriate species for the Tree. Since not all tree species are suitable for the Commemorative Tree Program, the City will have the right to make the final decision as to species;
- The City’s Forestry staff will determine an appropriate planting location, taking into consideration the long-term sustainability of the Tree;
- The Tree will be either a deciduous tree with a diameter of up to 80 mm (2.6 inches), or a conifer tree that is at least 1.8 metre (6 feet) high;

- The Tree will be planted to the City’s standards and specifications;
- No Tree will be planted until the City has received payment in full of “The Donation”;
- Planting of the Tree will take place in the Spring or Fall planting season; depending upon when “The Donation” is received and when the final decision as to species and location is made;
- I understand that the tree becomes City property once it is installed;
- The placement of memorial wreaths, flowers or any other item in the vicinity of the Tree is prohibited;
- The Tree has a one (1) year nursery warranty. Should the Tree require replacement for any reason after the one year warranty expires, further replacements will be at the discretion of the City;
- The City will have the right to relocate the Tree if such relocation becomes necessary due to any 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;
- If I require a plaque, it will be by separate agreement; however, I understand that not all sites are suitable for plaques.

### 4. Receipt for Tax Purposes

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

Donator Full Name (Print)	Signature	Date
Address		
City, Province		Postal Code
Cell Phone Number	Home Phone Number	
Witness Full Name (Print)	Signature	Date