

MEMORANDUM OF AGREEMENT  
BETWEEN

AND

This MEMORANDUM OF AGREEMENT is hereby made and entered into by and between the [REDACTED], hereinafter referred to as [REDACTED] and [REDACTED], hereinafter referred to as [REDACTED].

A. PURPOSE:

The purpose of this MOA is to develop \_\_\_\_\_.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

[REDACTED] benefits include a site to plant these trees, continued maintenance for their survival, and referrals from the [REDACTED]'s newsletter. The benefits for the [REDACTED] through this cooperative effort are trees and professional tree siting by [REDACTED] staff. The mutual benefit for both parties is to increase the tree canopy in the park and provide citizens an avenue to memorialize a loved one or special event.

C. [REDACTED] SHALL:

1. Work with [REDACTED] to market the Tribute Tree program.
2. Provide direct customer service to those interested in the Tribute Tree program.
3. Site tree locations utilizing our right tree in the right place philosophy,
4. Provide the trees.
5. Coordinate the design and purchase of the tree's plaque when necessary.
6. Provide the plaque and materials to the park 1 week prior to planting date.
7. Organize 3 planting days per year.
8. Provide tree planting protocol.
9. Replace damaged/dead trees.
10. Pay the park district \$50 per tree planted in their parks under this agreement. Payment will be remitted three times per year 1 week prior to planting event.

D. [REDACTED] SHALL:

1. Work with [REDACTED] to market Tribute Tree Program.
2. Send Tribute Tree referrals directly to [REDACTED].
3. Provide staff to assist with Tribute Tree needs.
4. Provide location to plant trees.
5. Provide 3 planting dates per year prior to the beginning of the program.
6. Provide staff support at each planting event.
7. Coordinate the installation of the tree's plaque.
8. Provide irrigation to the trees.
9. Provide regular maintenance and care to the trees.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts [REDACTED] from participating in similar activities with other public or private agencies, organizations, and individuals.
3. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.
4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

[REDACTED] *Contact*

[REDACTED] *Contact*

Phone:  
FAX:  
E-Mail:

Phone:  
FAX:  
E-Mail:

5. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through December 31, 2009 at which time it will expire unless extended.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

[REDACTED]

[REDACTED]

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE