

## DONATION AGREEMENT

This DONATION AGREEMENT (“Agreement”) is made on this \_\_\_\_\_ day of March, 2022 by the Aurora Rotary Club Foundation (the Foundation Arm of the Rotary Club of Aurora), an Illinois Not-for-profit organization (“Rotary” or “Donor”), and the City of Aurora, an Illinois municipal corporation and home rule government (“City” or “Recipient”). Donor and City are hereinafter referenced collectively as “the Parties”.

WHEREAS the City of Aurora owns and operates Phillips Park which is three hundred and twenty-five (325) acres and includes a zoo, golf course, and aquatic center.

WHEREAS, the Rotary Club of Aurora has served Aurora for nearly one hundred years and during those years club members have been leading citizens from our community who have personified and energized their motto of “Service Above Self.”

WHEREAS for the past fifteen years, the Rotary has organized and hosted the successful Festival of Lights at Phillips Park; attracted thousands of holiday visitors annually; raised more than \$500,000 to support non-profits in the Aurora area and around the world; and dedicated thousands of hours of service to the event and to the community.

WHEREAS the Aurora Rotary Club Foundation wishes to donate its inventory of light displays to the City of Aurora in order for the City to continue the annual Festival of Lights, along with club members’ insight, expertise, volunteerism, and community support as needed.

NOW, THEREFORE, the Parties agree as follows:

1. THE RECIPIENT’S OBLIGATIONS:

- A. Accept the donation of cargo storage container, storage trailer, and the contents thereof as well as all inventory listed in Exhibit A.
- B. Store and maintain the light displays until the end of their natural life.
- C. Continue an annual Festival of Lights display as long as practicably and financially feasible.
- D. Continue to recognize the Rotary Club of Aurora in all future Festival of Light events at the Phillips Park Zoo.

2. THE DONOR’S OBLIGATIONS:

- A. Provide and donate the equipment listed above and inventory listed in Exhibit A.
- B. Upon delivery of the inventory relinquish ownership, rights, title, interest, warranties and with respect to all light displays.

3. MUTUAL OBLIGATIONS:

- A. To work together in good faith in carrying out the execution of this Donation Agreement.

4. SEVERABILITY

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the intent of the Agreement be carried out as originally contemplated to the greatest extent as permitted by law.

5. GOVERNING LAW:

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule. Any legal action or proceeding relating to this Agreement shall be brought exclusively in the state courts located in Kane County, Illinois. Donor and Recipient hereby agree to submit to the jurisdiction of, and agree that venue is proper in, those courts in any such legal action or proceeding.

6. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understanding, representations and statements, oral or written, are merged herein. This Agreement may be modified only by written instrument executed by the parties.

7. EFFECTIVE DATE OF AGREEMENT

The effective date of this Agreement shall be the date that the last of the Parties executes this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by the authorized officials.

**CITY OF AURORA,**

**AURORA ROTARY CLUB FOUNDATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

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