



DONATION AGREEMENT

This Agreement made effective the ____ day of _____, 20____.

BETWEEN:

of the _____ in the Province of Alberta
(hereinafter referred to as the "Donor")

OF THE FIRST PART

-AND-

THE TOWN OF NANTON

A Municipal Corporation, within the Province of Alberta,
incorporated pursuant to the *Municipal Government Act*, R.S.A. 2000 C.M-26 as amended
(hereinafter referred to as the "Town")

OF THE SECOND PART

WHEREAS the Town, on behalf of the Nanton Community Health Centre (the "Health Centre"), accepts and manages donations to the capital reserve funds of the Nanton Community Health Centre (the "Capital Reserve Fund" and "Nanton Health Centre Building Reserve Fund") which are overseen by a committee (the "Committee") established by the Town, the Municipal District of Willow Creek No. 26, and the Municipal District of Ranchland No. 66 (the "Municipalities");

AND WHEREAS the Donor desires to make a Donation (as hereinafter defined) to the Nanton Health Centre Building Reserve Fund;

AND WHEREAS the Town wishes to accept the Donation (as hereinafter defined) on behalf of the Health Centre, and issue the charitable receipts referred to herein;

NOW THEREFORE the Parties hereto, in consideration of the terms, covenants and obligations contained herein, hereby agree as follows:

1. The Donor acknowledges and agrees that the Town is receiving any donations on behalf of the Health Centre to be held in the Nanton Health Centre Building Reserve Fund and will hold the Nanton Health Centre Building Reserve Fund in an account separate from the Town's account. All expenditures and withdrawals from the Nanton Health Centre

Building Reserve Fund will be subject to this Agreement and the direction of the Committee. The Town will not have authority to make any expenditures from the Nanton Health Centre Building Reserve Fund without having received the prior written direction of the Committee.

2. The Donor hereby agrees to donate _____ to the Nanton Health Centre Building Reserve Fund (the "Donation") on or before _____, for the purposes outlined herein.
3. Subject to the terms and conditions of this Agreement, the Committee will utilize the Donation for the benefit of the Health Centre for necessary equipment and facility upgrades for the Health Centre in order to enhance the quality of health and wellness within in the community.
4. Notwithstanding paragraph 2, the Committee will make reasonable best efforts to utilize the Donation for the following purposes:
 - a. [Insert Specific Purposes]
5. The Town shall cause to be issued a charitable receipt to The Donor in the amount of _____ (\$ _____) dollars, in regard to the Donation.
6. The Donor will also receive the following in respect of the Donation:
 - a. [Insert any specific recognition, naming rights, etc]
7. The Donor acknowledges that once the Donation is made the Town of Nanton cannot pursuant to the rules of the Canada Revenue Agency pertaining to charitable donations return all or any portion of the Donation to the Donor once a charitable receipt has been issued to the Donor.
8. In the event that the Donation cannot be used for the purposes set forth in Section 4 prior to _____, 20____, the Committee will be permitted to use the Donation for the general purposes of the Capital Reserve Fund. Notwithstanding the foregoing, the Committee will use reasonable best efforts to utilize the Donation for a similar purpose as to those set out in Section 4.
9. Each year the Town and the Committee will report to the Donor on the use that has been made of the Donation and the amount of the Donation which is remaining. [The Committee will report on the following in respect to the achievement of the purposes:
 - a. [insert specific reporting/measuring if any]].
10. The terms and conditions of this agreement shall not be disclosed to any third parties without prior written consent of both parties.
11. The Donor acknowledges that he has obtained as much independent advice as he thought necessary in regard to the donations referenced herein, including, without restricting the generality of the foregoing, legal and tax advice. The Donor also represents and warrants that he is not a non-resident of Canada within the meaning of the *Income Tax Act* of Canada.
12. Time shall of be the essence in regard to this Agreement, provided always however, that the Parties hereto may mutually agree, in writing, to extend or abridge the time for doing or completing any matter provided for herein.

13. This Agreement constitutes the entire agreement between the Parties hereto in regard to the matters set out herein.
14. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.
15. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, estates, representatives and permitted assigns.
16. The Donor may not assign this Agreement.
17. Any notice to be given under this Agreement shall be in writing and shall be validly given if delivered to the Parties as follows:

To the Donor at:

Phone Number: _____

Email: _____

To the Town/Committee:

The Town of Nanton

Attention: CAO

Phone Number: _____

Fax Number: _____

In witness whereof the Parties hereto have executed this Agreement as of the date first written above.

Witness

[DONOR NAME]

THE TOWN OF NANTON

Per: _____

Per: _____