**CAMPUS ARBORETUM COMMEMORATIVE TREE PROGRAM**

**TERMS & CONDITIONS**

**Article 1 QUALIFICATIONS FOR CAMPUS ARBORETUM FUND**

1.1 Commemorative plantings are placed in recognition of monetary gifts from one or more individuals to the Michigan State University Campus Arboretum Fund. Gifts to the fund are recognized by the planting of a tree which will be labeled with a commemorative marker.

1.2 Commemorative plantings shall be limited to trees. Shrubs, ground covers, vines or herbaceous material will not be considered for commemorative plantings.

1.3 One tree will be installed for each gift as described in Article 2.

1.4 Landscape Services reserves the right for final selection (or rejection) of the type of tree and its location on campus.

1.5 Plantings occur in the spring (April through May) and fall (October through November) dependent on tree species selected.

**Article 2 FUNDING**

2.1 Planting a commemorative tree on campus requires a minimal gift of three thousand dollars to fifteen thousand dollars ($3,000 - $15,000 depending on the selected location). Funds go to support the planting of the tree, producing the hanging label, maintenance and warranty periods, and the Campus Arboretum Fund that sponsors landscape enhancements across the campus.

2.2 Checks should be made payable to Michigan State University and mailed to Landscape Services along with a completed Commemorative Tree Donor Application.

2.3 Michigan State University will provide the following:

a. Materials and labor as required for installation and maintenance of the gift planting in a healthy condition as described under Article 3.

b. Labor required to install and maintain identifying markers as describe under Article 4.

2.4 Costs in conjunction with replacement of commemorative plantings as described under Article 3 will be incurred by the Campus Arboretum Fund as administered by Planning, Design and Construction.

**Article 3 WARRANTY**

3.1 For the duration of its life span, each commemorative tree will be maintained by Michigan State University per normal horticultural practices utilized by the Landscape Services department for the general campus landscape.

3.2 Records associated with each commemorative planting, as described under Article 4, will be maintained for the duration of each planting’s life span by Planning, Design and Construction.

3.3 If a commemorative tree dies, becomes unsightly, or is deemed a safety hazard due to disease, vandalism, or acts of God (aesthetic judgments to be determined by Planning, Design and Construction) within a 10 (ten) year period, beginning on the date planted, the tree will be removed and a new planting will be installed (the warranty period does not restart). The donor will be contacted, if possible, and advised of the situation. See Article 5 for trees that die outside of the warranty period.

* 1. A commemorative marker, described in 4.2 and 4.3 below, will be attached to the tree and maintained for a period of 10 (ten) years from the date of initial planting.
	2. If unforeseen construction (such as new buildings or roads) cause the removal of a commemorative tree within 10 (ten) years of the time it was planted, a new tree will be placed in the name of the donor(s).
	3. Records and recognition measures as described under Article 4 will be updated and reviewed in conjunction with all replacement plantings.
	4. The location, size, and selection of all replacement plantings will be determined by Planning, Design and Construction.

**Article 4 RECORDS AND RECOGNITION**

4.1 After planting, each commemorative tree will be photographed, its location identified within campus basemaps and data sources, and its caliper recorded. It will then be placed on file with Planning, Design and Construction.

4.2 Each commemorative planting will be recognized in the landscape by means of a 2 ½” x 6” engraved plastic marker.

4.3 Items of information to be included on each marker will be limited to the following:

a. Person or persons for whom tree has been planted or commemorates.

b. Common and botanical names of the planting.

c. Name of donor (optional); when more than one donor is involved, a collective name such as “Friends of” or “Family of” will be implemented.

d. date planted (year).

4.4 Landscape Services will develop exact wording and layout for each marker based upon the information provided by the donor(s) on the Commemorative Tree Donor Application.

**Article 5 TERMINATION**

5.1 Upon the death of a commemorative tree after the 10-year warranty period, the University will:

 a. Make a reasonable attempt to notify the donor.

 b. Return significant parts of the tree to the donor at the donor’s expense if requested and if available.

**Article 6 ACCEPTANCE**

6.1 By signing below, the donor accepts the terms and conditions as described herein. The signed terms and conditions document along with a signed application and check payable to Michigan State University in a minimal gift of three thousand dollars to fifteen thousand dollars ($3,000 - $15,000 depending on the selected location). Checks and signed documents can be mailed to Landscape Services at 1060 Stadium Rd, East Lansing, MI 48824.

Donor Signature and Date

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