AN AGREEMENT NAMING AN AUBURN OAK AT SAMFORD PARK
TO BENEFIT THE
AUBURN OAKS AT SAMFORD PARK
ENDOwed FUND FOR EXCELLENCE
IN THE
SCHOOL OF FORESTRY AND WILDLIFE SCIENCES

Through an outright $50,000 commitment to the Auburn University Foundation by (donor’s/donors’ name(s)), Auburn University provides the opportunity to name an Auburn Oak at Samford Park in honor of the (donor’s/donors’) or someone of the (donor’s/donors’) choosing.

These funds will be pooled with gifts from other Auburn Oaks at Samford Park namings and endowed as the Auburn Oaks at Samford Park Fund for Excellence to benefit the areas of greatest need in Auburn University’s School of Forestry and Wildlife Sciences as determined by the Dean.

About the Auburn Oaks at Samford Park
In 2001, Dr. Scott Enebak, a faculty member in the School of Forestry and Wildlife Sciences, initiated a program to ensure the historic Auburn Oaks tradition could continue for generations to come. Under Dr. Enebak’s leadership and supervision, students in the School of Forestry and Wildlife Sciences collected acorns from the Auburn Oaks at Toomer’s Corner, raised seedlings from the acorns, and planted them on an Auburn forest property in a small orchard. His hope was that the offspring of the Auburn Oaks might one day replace the original pair of trees at Toomer’s Corner when they reached the end of their normal life cycle, as well as create an enduring legacy of Auburn Oaks for Auburn alumni and friends who wished to own a part of Auburn history.

Since selling their first Auburn Oaks offspring in 2002, student members of the Forestry Club and Wildlife Society sold more than 3,600 “Baby Auburn Oaks” to alumni and friends around the country from the acorns they collected and cultivated. News in 2011 of the lethal poisoning of the original Auburn Oaks created a demand for the “Baby Auburn Oaks” that — with the exception of this select group of trees grown from original Auburn Oaks acorns and now made available as part of the Samford Park redevelopment project — exhausted the supply of these trees for sale.

Through Dr. Enebak’s foresight, the legacy of the original Auburn Oaks will endure while beautifying one of Auburn’s most well-recognized and revered portions of campus.

Pledge Payment Schedule
This unique naming opportunity — subject to Board of Trustee approval and tree-planting schedule — requires an initial gift of $5,000 and fulfillment of 50 percent of the total pledge commitment by Dec. 31, 2015. The remaining pledge balance will be paid over the next three years through installments totaling at least one-third of the balance, each payable by Dec. 31. The (donor/donors) may fulfill the annual pledge commitment any time before the annual due date or the total pledge commitment any time before Dec. 31, 2018, through installment payments. Defaulting on this pledge payment schedule will rescind this agreement and nullify the naming.
**Fund Administration**
The initial gift and any future contributions to this fund are made absolutely to the Auburn University Foundation, which is located at Auburn, Alabama, and is an exempt and charitable organization as described in Sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code.

**Naming Request and Gift Recognition**
In grateful recognition of the impact of this gift on the future of Auburn University, the (donor/donors) will receive the naming rights to a seedling from the original Auburn Oaks planted on Auburn University’s Samford Lawn. The (donor/donors) may select a name or names to have engraved on a brass plate to be placed at the base of the tree. This naming opportunity is contingent on timely future pledge payments, engraving criteria, and Auburn University Board of Trustee approval.

An addendum attached to this agreement will note the name or names to be acknowledged on the plaque. The (donor/donors) acknowledge(s) that changes in the appearance or specifications of the final recognition plates are possible and may result from modifications to construction plans or plaque design made by the Auburn University Board of Trustees, Auburn University, or the university’s vendors.

To encourage similar giving, this gift may be publicized further in listings of Auburn Oaks at Samford Park donors appearing in printed publications, online websites and social media platforms, and campus photography.

**Naming Limitations**
A naming such as this is a prominent honor. According to Board of Trustee policy, in no event shall a naming extend beyond the useful life of the named location or item. Factors such as the tree’s reasonable lifetime or causes requiring its removal — including disease, damage due to weather or vandalism, campus renovation, public safety, and/or other unforeseen reasons outside the control of Auburn University and the Auburn University Foundation — must be recognized. When possible in these situations, the original Auburn Oak at Samford Park will be replaced with another tree from the Auburn Oaks lineage or a tree of the same species, or the tree naming relocated to an existing tree on the Auburn University campus whose location is amenable to both the donor and the university.

A donor’s name may be removed from a physical naming when the charitable commitment leading to that naming is in default or when the individual or entity whose name is attached to the naming may negatively impact the university.

**Conflict with Law**
If any provision of this agreement is found to conflict with or violate any federal or state law or regulation, then that provision will be modified to bring the agreement into compliance with the conflicting law or regulation. However, all other provisions will continue to be administered in accordance with the (donor’s/donors’) intent.
AGREED BY THE PARTIES ON THE FOLLOWING DATES

FOR THE DONOR(S)

______________________________    _____________________
Donor Name          Date
Address

______________________________    _____________________
Donor Name          Date
Address

FOR AUBURN UNIVERSITY FOUNDATION

By _________________________________   _____________________
Jane DiFolco Parker     Date
Its President

FOR AUBURN UNIVERSITY

By _________________________________        _____________________
Donald L. Large, Jr.           Date
Its Executive Vice President and Treasurer

By _________________________________        _____________________
G. Jay Gogue            Date
Its President

This agreement is executed in duplicate, each being worded as the other. Signed originals are provided to the donor(s) and the Auburn University Foundation. Copies are provided to Auburn University, the Dean of the School of Forestry and Wildlife Sciences, and Donor Relations.