

# BARTON COMMUNITY COLLEGE FOUNDATION

## NAMING CONTRACT

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The following agreement is intended to set forth the points of understanding between \_\_\_\_\_ (donor name) \_\_\_\_\_ and the Barton Community Foundation to complete the process for the naming of \_\_\_\_\_ (exact name donor wants to use for facility) \_\_\_\_\_.

1. The purpose of this agreement is to set forth the terms and conditions related to the naming of building designation.
2. The Barton Community College Foundation is authorized to secure charitable gift support and in conjunction with the authority of the board of trustees of Barton Community College has the right to provide naming opportunities to the donors herein.
3. The (current building designation) will be known in perpetuity upon final designation by the board of trustees as (naming of facility). (If the building is only being named for a period of time, insert in this location the dates for which the naming will exist).
4. The naming opportunity designated herein is related only to the physical structure of building designation. If said facility would be destroyed or if the college campus would at some point be moved the building that replaces this facility would not automatically carry the name of the donor herein.
5. The manner of recognition of the donors herein on said building and surrounding said building location shall be done at the sole and exclusive direction and discretion of Barton Community College Trustees.
6. The Barton Community College Foundation is the active fundraising arm for Barton Community College and the donors understand and agree that future naming opportunities may exist within the named building as long as said naming opportunities do not conflict with or affect the naming rights of the donor herein.
7. All charitable gifts for this project will be received by the Barton Community College Foundation and managed according to its policies and procedures.

8. It is understood by the naming donor/entity that the College owns all facilities and administers all programs for the benefit of the College and at the sole discretion of the College Board of Trustees and that from time to time certain facility uses may be modified and certain programs may be altered, changed or eliminated as deemed appropriate.
9. If after naming of building designation has been completed any of the persons for whom said naming was made shall be convicted of a crime or be involved in actions that reflect upon the moral perpetude of said individuals the College shall have the right to have the naming right revoked. Any action that would be taken to do this will not result in the return of any gifts that have been made for this purpose.
10. All gift amounts secured by Barton Community College Foundation through this agreement will be transferred to Barton Community College in accordance with the Fund Transfer Agreement entered into between the parties on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Printed Donor Name

\_\_\_\_\_  
Donor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Foundation Representative  
Executive Director of Institutional Advancement

\_\_\_\_\_  
Date