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## **BARTON COMMUNITY COLLEGE FOUNDATION**

### **NAMING CONTRACT**

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The following agreement is intended to set forth the points of understanding between Kip and Kelly Spray (“donors”) and the Barton Community College Foundation to complete the process for the naming of the Kip & Kelly Spray Family Strength Training Center.

1. The purpose of this agreement is to set forth the terms and conditions related to the naming of the weight room located in the lower level of the Kirkman Practice Facility.
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 refurbishment of the existing weight room will be known for a fifteen-year period (2016-2031) upon final designation by the Board of Trustees as the Kip & Kelly Spray Family Strength Training Center. Signage will be produced and made visible in the weight room area honoring the Spray family.
4. The naming opportunity designated herein is related only to the physical structure of the lower level weight room of the Kirkman Practice Facility. If said facility would be destroyed, or if the college campus would at some point be moved, the building/athletic complex 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 Kirkman Practice Facility as long as said naming opportunities do not conflict with or affect the naming rights of the donors herein.
7. All charitable gifts for this project received by the Barton Community College Foundation shall be managed according to its policies and procedures.

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Please remember [Barton Community College Foundation](http://www.bartonccfoundation.org) in your planned giving.

8. It is understood by the naming donors/entities 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 the lower level weight room of the Kirkman Practice Facility has been completed, Kip or Kelly Spray shall be convicted of a crime or be involved in actions that reflect upon the moral turpitude 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. The Barton athletic department accepted the initial donation of \$25,000. The Barton Community College Foundation received two payments: one in the amount of \$15,000 and one in the amount of \$50,000 according to this agreement.

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Kip Spray

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Date

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Kelly Spray

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Date

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Nancy T. Wiebe  
Executive Director of Institutional Advancement

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Date