

TOWNSHIP OF WHITE LAKE
DONATION ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT

THIS WHITE LAKE TOWNSHIP DONATION ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT ("Agreement") is by and between the **Township of White Lake ("Township")**, a Michigan municipal corporation, whose address is 7525 Highland Road, White Lake, Michigan 48383, and JOHN KULHAVI and the **John G. Kulhavi Revocable Trust dated April 10, 1974**, as amended and restated on February 2, 2023, as amended (collectively "Donor"), whose address is _____, and shall be effective as of the date it has been fully signed ("Effective Date").

Recitals:

The Township has adopted a Donor Recognition Policy that encourages individuals and entities to donate funds to benefit the Township and that recognizes and acknowledges the spirit and generosity of such donations through an appropriate, Township-approved public placement of the name or other message of the donor in connection with designated public facilities to which the donation is directed by the donor.

Donor has offered to make a donation to White Lake Township to be used towards the construction and ongoing maintenance of the new Public Safety Building in the amount of \$250,000.00, to be paid in yearly installments of \$25,000.00 per year for a period of ten years (2026 to 2035).

Donor desires to participate in the Township's naming rights program as provided in this Agreement.

Agreement:

1. Donor agrees to donate a cash sum of \$250,000, to White Lake Township, to be paid over a ten-year period, from the Effective Date through December 31, 2035. Such amount shall be payable in ten (10) equal annual installments of \$25,000. The first annual installment shall be payable on or before December 31, 2026, and the remaining nine (9) installments shall be payable by that date for each successive year or earlier at the option of Donor.

2. For and in consideration of the donations described in Section 1, for a fifty (50) year period, beginning on the Effective Date and through December 31, 2075, the Township's Public Safety Building located at 10911 Elizabeth Lake Road, White Lake, Michigan 48386, Donor shall be recognized in the following way: ___ x ___ sized signage which reads: Dedicated to General John G. and Carole E. Kulhavi in Appreciation of his 48 years of Service to White Lake Township, as mutually approved by the Township and Donor, at the main entrance way to the Public Safety Building.

4. The funds donated will be used in accordance with the Township's Donor Recognition Policy, and all terms and conditions of the Donor Recognition Policy as adopted by the Township of White Lake (receipt of which Donor acknowledges) are incorporated in and made part of this Agreement by reference.

5. Donor acknowledges that this agreement does not constitute an endorsement of Donor or any products or services of Donor by the Township of White Lake, nor does it entitle Donor to use the Township's name, logo, or trademark in any form or manner or for any purpose without prior approval.
6. The sign to be displayed shall be owned by the Township and Donor shall have no authority, responsibility, or liability for its placement, maintenance, condition, or safety, or for any conditions or activities within the Township owned property where the sign is located.
7. This Agreement is not assignable without express approval of the Township.
8. This agreement contains the entire understanding of the parties, and there are no further or other agreements of understanding, written or oral, in effect between the parties relating to the donation of funds by the Donor to the Township unless expressly referred to herein. This Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provision of the Agreement.
9. This Agreement shall be governed by and construed in accordance with the internal laws of the state of Michigan, without regard to its conflicts of laws principles. Each of the parties irrevocably and unconditionally consents to the jurisdiction of the state and federal courts located in the County of Oakland in the State of Michigan with respect to any controversy or claim arising out of or related to this Agreement. Each further irrevocably waives any objection to proceeding before any such courts based upon lack of personal jurisdiction or to the laying of the venue and further irrevocably and unconditionally waives any objection to proceeding before any such court on the grounds that it is an inconvenient forum.
10. This agreement may be modified or amended only by a writing signed by the parties. No waiver of any term or provision hereof shall be effective unless signed in writing by the party waving such term or provision.
11. Nothing in this Agreement will be construed as giving any person, other than the parties hereto, and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof. Donor may not assign this Agreement, including by way of law, merger, or transfer of all or substantially all assets, without the prior written consent of the Township. Any purported assignment without such prior written consent shall be void ab initio.
12. This Agreement may be executed in counterparts, each of which may be deemed an original but together will constitute one instrument.

Donor Information

Name: John Kulhavi

Address:

Telephone:

Contact:

DONOR

By:

This Agreement was acknowledged before me on _____, 2026, by _____, the authorized representative of Donor, who states that he/she has signed this document of his/her own free will on behalf of Donor.

Notary Public
Acting in _____ County, MI
My commission expires: _____

TOWNSHIP OF WHITE LAKE

By:
Its:

This Agreement was acknowledged before me on _____, 2026, by _____, authorized representative of the Township of White Lake, who states that he/she has signed this document of his/her own free will on behalf of the Township of White Lake.

Notary Public
Acting in _____ County, MI
My commission expires: _____