

In-Kind Donation Agreement

This in-kind donation agreement (“Agreement”) is made and entered into this January 2nd, 2026 between Cal and Laurie Couillard (“Donor”), whose mailing address is 3672 Ridge Road, Deerfield, Wisconsin 53531 and Dane County c/o of the Henry Vilas Zoo (“Zoo”), whose principal address is City-County Building, Room 425 210 Martin Luther King Jr. Blvd, Madison, WI 53703.

WHEREAS, Donor wishes to make an in-kind donation to the Zoo for the use and benefit of the Zoo as set forth in this Agreement;

WHEREAS, the Zoo accepts the in-kind donation as further described below for the purpose of supporting the Zoo’s programs;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set for the below.

- I. **Gift**. The Donor agrees to donate the following goods and services (“Gift”):
 - a. A fully-constructed solar pavilion that is interconnected to the electrical system at the Zoo.
 - b. All necessary design services related to the construction and placement of the solar pavilion on Zoo Property.
 - c. The labor and materials necessary to assemble the materials into a solar pavilion.
 - d. All costs associated with applicable licenses, permits or other authorizations necessary.
- II. **Value of Couillard donation** (at cost). \$92,002
- III. **Fair Market Value**. Donor represents that the fair market value of the Gift is 1.5 to 2 times cost. Due to aspects of the construction and other labor such as electrical wiring being completed by volunteers or as training through a local technical college and City of Madison resources, the Fair Market Value is much higher than the donor cost. The end product should be insured at the Fair Market Value level.
- IV. **Design Materials**. Donor agrees to submit all design materials, including but not limited to structural and electrical plans stamped by a Registered Professional Engineer related to the Gift to the Zoo for review and approval prior to any construction.
- V. **Access**. Zoo grants Donor a temporary, non-exclusive access license and the authority to work on Zoo property to conduct the necessary activities related to the Gift. Such access shall begin within thirty (30) days of Donor notifying Zoo that work associated with the Gift is ready to begin.
- VI. **No Compensation**. Donor agrees that no cash, goods or services will be exchanged in return for the donation. The donation is made voluntarily and without expectation of compensation.
- VII. **Completion and Transfer**. Donor shall complete work on the Gift on or before 10/15/2026. Upon completion and acceptance by the Zoo, ownership of the Gift shall transfer to the Zoo. Zoo assumes all responsibility for the safe and lawful use of the Gift after acceptance.

VIII. **Acknowledgement.** Upon acceptance, the Zoo shall provide Donor with a written acknowledgement describing the Gift and confirming that no goods or services of substantial value were provided in exchange, in accordance with IRS regulations.

IX. **Use of Gift.** Zoo agrees to use the Gift solely for purposes consistent with its mission and operational needs, including but limited to animal welfare, education, exhibits, or facilities enhancement.

X. **Gift Recognition.** The parties agree that Donor's Gift shall be publicly recognized through the placement of an onsite sign acknowledging the donation. The size, design, location and duration of the sign shall be determined by the Zoo in accordance with its donor recognition and signage policies. The Zoo reserves the right to modify or remove the sign if required for operational, maintenance or policy reasons.

XI. **Miscellaneous.**

- a. This Agreement contains the entire understanding between the parties and supersedes any prior communications regarding this Gift.
- b. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin

In witness whereof, the parties have caused this Agreement to be executed the day and year hereinabove written.

FOR DONORS:

Date Signed: 1/2/26 _____

Cal Couillard

Date Signed: 1/2/26 _____

Laurie Couillard

FOR DANE COUNTY:

Date Signed: _____

Melissa Agard
Dane County Executive