



RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

Division of Parks & Recreation

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Donation Tree Program Terms & Conditions

By purchasing a donation tree, the Donor agrees to the following terms and conditions:

1) General Terms

- a) The Department of Environmental Management's ("DEM") Donation Tree Program provides individuals with the opportunity to memorialize or honor a loved one or individual by donating a tree to a participating Rhode Island State Park based upon available space and park priorities.
- b) A donation tree is defined as the tree, any mulch or materials which surround the tree, and a plaque, if applicable.
- c) The location of the donated tree within the selected park will be determined by DEM. The preferred species of the tree will be selected by the donor from amongst an approved list of species developed by DEM's Division of Agriculture and Forest Environment that are appropriate for the site. The preferred species is not guaranteed but will be determined at the discretion of DEM and the Tree Vendor (DEM) depending on species diversity, location, and species availability.
- d) Decorations or adornments of any kind are not permitted on or under any tree on properties maintained by DEM including donated trees planted pursuant to the Donation Tree Program. Cremated remains (cremains) are prohibited and a violation of RI DEM Rules and Regulations (250-RICR-100-00-7.19).
- e) Donated trees at State Parks may only be planted and maintained through DEM's Donation Tree Program. Individuals shall not conduct maintenance on donated trees planted through the Donation Tree Program. Maintenance includes but is not limited to weeding, watering, cutting, pruning, or limb removal.
- f) The Donor is responsible for providing contact information for the Donated tree and plaque (if applicable) for contact during the two-year maintenance period. The Donor is responsible for providing any updated contact information by submitting updated contact information in writing to DEM/Parks & Recreation via email at dem.riparks@dem.ri.gov or via mail to 1100 Tower Hill Road, North Kingstown, RI 02852.

2) Donation Tree

- a) The Donor must submit payment for the donation tree to the State-Contracted Tree Vendor (DEM) ("Tree Vendor (DEM)") within 30 days after the seasonal deadline for applications. The donation tree will be purchased by the Tree Vendor (DEM). If payment has not been timely received by the Tree Vendor (DEM), the tree will not be purchased or planted.
- a) Donated trees will be planted and maintained for the first two (2) years by the Tree Vendor (DEM). DEM will provide the expiration date for the Tree Vendor (DEM) maintenance of the donation tree to the Donor.

- b) If the donation tree fails to survive or is determined by DEM to be unhealthy due to lack of care or maintenance by the Tree Vendor (DEM) during two-year maintenance period, DEM will notify the Tree Vendor (DEM) and the Donor, and the Tree Vendor (DEM) will replace the tree at no additional cost to the Donor. If replacement of a donation tree is necessary, the replacement tree will be installed during the next seasonal planting event following said removal. The replacement tree will be subject to the two-year maintenance period after the new planting.
- c) A donated tree which fails to survive or becomes unhealthy due to vandalism, storm damage, animal damage, mechanical damage, or other unrelated causes beyond the control of DEM or the Tree Vendor (DEM) during the two-year Tree Vendor (DEM) maintenance period, replacement of the donated tree shall be at the sole discretion and cost of the Donor in accordance with DEM's Donation Tree Program.
- d) At the expiration of the two-year maintenance period, DEM will integrate the tree into their normal management of Park operations. Neither DEM nor the Tree Vendor (DEM) shall be responsible for any maintenance, replacement, or costs associated with the donation tree following the two-year maintenance period. Replacement of the donation tree for any reason shall be at the sole discretion and cost of the Donor.
- e) DEM reserves the right to remove any donation tree that becomes damaged, ill, dies, or becomes a threat to the safety of the public. If after the two-year maintenance period DEM determines the donation tree needs to be removed and the tree has a plaque, DEM will make the best efforts to return it to the donor, and if not successful, will store the plaque for 5 years.

3) Plaque

- a) Donors will have the option to add a standard in-ground plaque to the donation tree, at the sole expense of the Donor. The plaque design and style will be determined by DEM.
- b) The Donor must submit their order and payment to the State-Contracted Plaque Vendor ("Plaque Vendor") within 30 days after the seasonal deadline for applications. The plaque will be purchased by the Plaque Vendor. If payment has not been timely received by the Plaque Vendor, the plaque will not be ordered or placed.
- c) The plaque will be engraved with the year of planting, the tree species, and one of the following phrases (chosen by the Donor): "In Memory of", "In Celebration of", or "In Recognition of" with the desired First and Last name specified by the Donor.
- d) Plaques will be installed during the next seasonal planting event after the tree is planted to prevent any damage to the roots (i.e., if the tree is planted Spring 2025, the plaque will be placed Fall 2025). The Donor will be notified once the plaque is installed.
- e) DEM and the Plaque Vendor are not responsible for any maintenance or upkeep of the plaque. In the event a plaque is vandalized, stolen, or otherwise negatively impacted by natural or malicious acts the Donor may replace the plaque through the current Plaque Vendor at the sole expense of the Donor.
- f) In the event that the donation tree is removed or dies, the plaque will be mailed to the Donor at the address most recently provided to DEM.

- 4) This Agreement shall become effective upon the date of the last signature to this Agreement and shall remain in full force and effect for the life of the donation tree.