



COMMEMORATIVE BENCH AND PLAQUE DONATION AND MAINTENANCE AGREEMENT

This Agreement is entered into on the ____ day of _____, 20____, between the **City of Shaker Heights** ("City") and _____ ("Donor"), for the donation by Donor of funds to pay for the City's purchase, installation and maintenance of a commemorative bench ("Bench") and plaque, subject to the following terms and conditions:

1. Donor agrees to pay to the City two thousand six hundred dollars (\$2,600) based upon the cost to the City, with a check made payable to the *City of Shaker Heights*, and to provide the check and this Agreement, signed by Donor. The donation will include the cost of the Bench, the installation of a concrete pad, and the cost of a 4" x 6" bronze plaque with name(s) and text designated by Donor and approved by the City.
2. The Bench with the plaque shall be located at the place generally indicated on the map attached hereto as **Exhibit A**, and incorporated herein, which location and Exhibit will be finalized once the site has been agreed upon between Donor and the Recreation Department. The type of bench to be installed will be noted on Exhibit A.
3. The City agrees to purchase, install and maintain the Bench and plaque to the City's standards. If the Bench and/or plaque is damaged or stolen during the ten-year period following the Effective Date above, the City will repair or replace it at no additional cost to Donor.
4. Donor shall acquire no right, title, or interest in the Bench and plaque beyond that expressly identified in this Agreement. Donor acknowledges and understands that the Bench will be open and available for general public use in a manner consistent with City policy and practices.
5. Any dispute regarding this Agreement or the operation of the Bench Donation Program will be resolved at the sole discretion of the Recreation Department Director. Any other appeal or complaint process, whether in court or otherwise, is expressly waived by Donor.
6. Donor expressly agrees that, except as set forth in writing in this Agreement, there are no other obligations or duties on the part of the City with respect to the subject Bench or plaque.
7. Donor agrees to release, hold harmless, and make no claim against the City for any delay in the purchase and installation of the bench or plaque, or for the location, manner of installation, style, condition, appearance, maintenance, repair, damage or theft of the bench or plaque.

The Donor Contact Information is as follows: (Print or type the information required below.)

Donor Name: _____

Street Address/P.O. Box: _____

City, State Zip Code: _____

Home phone/Cell: _____ Work phone: _____

Email: _____

Donor and the City's representative, indicating their approval of the terms herein, have signed as of the dates set forth below.

DONOR: _____
(printed name)

Signature: _____

Date: _____

CITY OF SHAKER HEIGHTS

By: _____

Printed name: _____

Date: _____