



## Dedication Program Terms and Conditions

Leave a lasting memory with one of Lake Bonavista Homeowners Association's many benches or Trees, located in the park. Our brand-new Dedication Program allows friends and families to dedicate an existing or new bench/tree.

Each of the over 1,400 benches and tree can carry a different story through the words engraved on a customized bronze plaque. The Dedication Program operates within the park and acts as a replacement program and is overseen by the Lake Bonavista Homeowners Association (hereinafter referred to as "LBHA"). Through this program, individuals have the opportunity to dedicate a bench or tree at an approved location within the park by making a donation to LBHA.

### CONTRACT TERMS AND CONDITIONS

1. For the purpose of this document, the following have been defined:

A. Parties: refers to LBHA and The Donor, jointly.

B. Donor is defined by a person or persons who enter into this agreement and make a monetary donation to the Dedication Program.

C. Benches and/or Trees: refer to seating assets that are approved by LBHA for dedication under the Dedication Program. A Bench or Tree will have a bronze plaque and be maintained by LBHA. Hereinafter, a Bench or Tree will be referred to as "Item."

D. Application Form: is defined as Schedule A of this contract that details the donation amount, inscription information, and contact information of The Donor.

E. Term is defined as a ten-year term (10-years) for which the Donor's Item will be maintained by LBHA.

2. Benches and Trees: These Items shall at all times remain the property of LBHA. LBHA will determine and approve appropriate locations for Dedication Benches and the sole discretion to deny any location.

Donors will be notified prior to their donation. In the case that an Item is not replaced, it may be sanded and painted at the discretion of the LBHA. The general manager is an Agent for The LBHA Phone: (403) 271-3333.

Donor Initials:

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LBHA does not guarantee that the Item's view will be unobstructed throughout the Donor's Term. The view may change for many reasons including but not limited to construction, vegetation growth, and tree planting.

At the end of the term, the approved Item location will only be held for a period of 30 days for the Donor after the date of being notified. If the Donor does not respond, the location may be suggested to other potential Donors.

3. Plaque: The donation made entitles the Donor to the installation of a plaque on the chosen Item for the duration of their term. LBHA shall affix a plaque bearing the inscription as approved by the Donor to the Item. The plaque shall at all times remain the property of LBHA.

The Donor can request to replace their current plaque at any point throughout their term at a cost to the Donor. The cost to replace a plaque will be set from time to time at the sole discretion of LBHA.

4. Item Installation Date: LBHA shall undertake the process of installation of the Item once the agreement is signed and payment has been made by the Donor in full. The Donor will be given an estimated installation date and be advised of any unanticipated delays if LBHA is made aware.

The Donor will be notified of the date the plaque is installed. Item and plaque installations will only occur between May and September. The City may not be able to install the plaque in the first May-September period after approval of an application due to constraints including, but not limited to, workforce capacity and inclement weather.

5. Donation: The Application Form and the Donation Policy forms Schedule A and Schedule B, respectively, of this contract. Once the contract has been signed and the donation made, the Donor understands that there will be no refund.

At the time of expiry of the Donor's Term, they will be contacted and provided the first right of refusal for renewal.

6. Tax Receipt: LBHA will not provide the Donor with a tax receipt for the donation amount.

Please refer to Schedule B for more information.

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7. Theft or Damage: LBHA is not responsible for the theft or damage to an Item or plaque. If LBHA is made aware of the theft of a plaque, LBHA will endeavor to replace it. If the Donor wants any changes to the plaque inscription, the Donor will cover the cost of replacing the plaque.

8. Item Maintenance: Attempts will be made to maintain The Donor's Item throughout the months of May to September. Repairs that need to be made outside of the regular maintenance schedule must be requested by calling the office. The Parties acknowledge and agree that it is not the intention of this contract that the Item be maintained in its original pristine condition throughout the term of the contract.

It is not the responsibility of LBHA to maintain picnic tables or benches more than once per annual maintenance cycle and normal wear and tear is expected.

9. Relocation of the Item: During the term of the agreement, The Item will remain in the pre-determined location, unless, at LBHA's discretion, it needs to be temporarily or permanently relocated for reasons such as safety, maintenance, construction, or park redevelopment. In this circumstance, The LBHA and Donor will work together to identify an acceptable location, with the LBHA reserving the sole discretion to deny any location.

If another location is preferred by the Donor, it is the responsibility of the Donor to find another location and provide details to LBHA. It is not guaranteed that the alternative location will be approved.

The Item may be removed and put into storage temporarily if circumstances require it as noted above, and at the discretion of the LBHA. LBHA will use reasonable efforts to contact the Donor of the changes as LBHA is made aware.

If during the term of the contract, the Item becomes inaccessible for a long period of time-as determined by LBHA staff-due to the reasons listed above, the Donor's term may be extended for the amount of time their Item was inaccessible.

10. Contact Information: The Donor acknowledges that LBHA is not responsible for requesting updated Donor contact information. It is the responsibility of the Donor to provide updated contact information.

11. Entire Agreement: This document contains the entire agreement between the parties and supersedes any previous understanding, commitments, or agreements, oral or written.

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By signing this document, I agree to the terms and conditions. Signing this document does not imply that the 10-year term has started and will only begin once the Item has been installed.

**Name of Donor:**

\_\_\_\_\_ **Date:** \_\_\_\_\_

X

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Donors Signature

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