



Friends of Fish Creek Dedication Bench Contract

SAMPLE CONTRACT ONLY – PLEASE DO NOT COMPLETE

The Dedication Bench Program in Fish Creek Provincial Park (“the Park”) located in Calgary, Alberta is managed by the Friends of Fish Creek Provincial Park Society (“the Friends”) in co-operation with the Park staff. Individuals and organizations have the opportunity to have a dedication bench provided at approved locations within the Park by making a donation to the Friends.

Whereas the individual, individuals or organization identified below (“the Donor”) wishes, in consideration of the donation specified in Article 6 hereinafter, to have a dedication bench (“the Bench”) provided in the Park at the location designated on Schedule “A” attached hereto, the Friends and the Donor (jointly “the Parties”) agree as follows:

The Donor(s) name(s) and contact information is (are) as follows:

| | | |
|----------|-------|-------|
| Name: | _____ | _____ |
| Address: | _____ | _____ |
| Phone: | _____ | _____ |
| E-mail: | _____ | _____ |
| Name: | _____ | _____ |
| Address: | _____ | _____ |
| Phone: | _____ | _____ |
| E-mail: | _____ | _____ |
| Name: | _____ | _____ |
| Address: | _____ | _____ |
| Phone: | _____ | _____ |
| E-mail: | _____ | _____ |

This contract is entered into by the authorized representatives of the Parties in Calgary, Alberta, Canada and becomes valid on the date that both parties have signed the contract.

For the Donor: (Donor's Representative)

Signature: _____

Date: _____

Name: _____

Address _____

For the Friends:

Signature: _____

Date: _____

Chris Lalonde, Communications Manager

Friends of Fish Creek Provincial Park Society
P.O. Box 2780 Calgary, Alberta T2P 2M7
Email: chris@friendsoffishcreek.org



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Phone: _____

Phone: 403-238-3841 ext. 1

CONTRACT TERMS AND CONDITIONS

- Bench:** At the location specified in Schedule “A” attached hereto, the Friends shall supply a bench of a standard design. The Bench shall at all times remain the property of the Park.
- Bench Provision Date:** The Friends shall undertake to provide the bench as soon as possible once the contract is signed and payment has been made. The Donor will be given an estimated provision date and be advised of any unanticipated delays. The Donor will be notified of the date the plaque is installed.
- Plaque:** The Friends shall affix a plaque bearing the inscription as approved by the Donor to the bench. The Plaque shall at all times remain the property of the Park.
- Prohibited Adornment:** Adornment of dedication benches contravenes Park regulations. The Donor(s) and their representatives and assigns duly acknowledge this prohibited adornment and warrant to the Friends and the Park that they will not, at any time and for any reason whatsoever, adorn the dedication bench allotted them and the surrounding area thereof. Prohibited adornment includes, but is not limited to, placing any form of ribbons, banners, photographs, unauthorized plaques and/or the planting of any trees, bushes and flowers. Any adornment found on or about the dedication bench will be removed and discarded immediately without any notice to the Donor. The Donor agrees to fully indemnify the Friends and the Park for all costs associated with the removal of any adornment.
- Donor’s Contact Information:** Throughout the term of the Contract, the Donor or his/her representative shall promptly advise the Friends of any changes to his or her contact information.

The donor must email info@friendsoffishcreek.org, call 403-238-3841, and/or send a letter advising of a change of contact information.

The Donor acknowledges that the Friends is not responsible to request updated Donor contact information. The Donor hereby holds harmless and absolutely releases the Friends and the Park from any liability which may result from the Donor’s contact information not being up to date as per the records of the Friends and the Park.

- Donation:** The stipulated donation amount for the bench is Five Thousand Two-Hundred and Fifty Dollars (\$5,250.00). Once the contract has been signed and the plaque and bench, installed, the Donor understands that there will be no refund.
- Tax Receipt:** The Friends will provide the donor with a tax receipt for the full donation amount. If more than one individual has contributed to the donation, then the Friends will issue a tax



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receipt to each contributor in proportion to the amount contributed by each as represented by the Donor's representative, upon which the Friends may rely. The Friends reserve the right to limit the number of donors associated with any one bench donation.

8. **Term of the Contract:** The contract shall commence upon payment of the full donation amount by the Donor to the Friends **(\$5,250.00)** and once both parties have signed the Contract. The Contract expiry date shall be Ten (10) years from the date that the plaque is installed.

If, during the term of the contract, the bench becomes inaccessible for a period of time exceeding six (6) months through damage caused by floods, vandalism, or any other reason, the expiry date shall be extended by the period of inaccessibility.

9. **Contract Renewal:** The Donor has the first right to renew their donor bench contract. The Donor acknowledges and agrees that he or she is solely responsible to notify the Friends in writing whether he or she will be renewing their Donor bench donation contract. The Donor must notify the Friends regarding this renewal not earlier than 8 months and not later than 6 months before the contract expiry date. The Donor's right to renew their bench donation contract expires a day after 6 months before the contract expiry date. If not renewed with the period mentioned herein, the bench will be reallocated to another donor at the Friends' sole discretion without any recourse by the incumbent Donor.

Should the contract be renewed, it shall be incumbent upon the Donor or the Donor's representatives to advise the Friends of any change in contact information.

It is understood that the donation amount required for renewal after 10 years may be more than the amount paid for a bench donation in this contract. The renewal cost after 10 years will take into account current labour and material costs. Upon mutual agreement and payment by the Donor of the donation amount required at the time of renewal, the contract shall be renewed.

10. **Bench Maintenance:** The Donor's bench will be maintained as needed. Repairs may be made outside the regular maintenance schedule if required. The parties acknowledge and agree that it is not the intention of this contract that the bench be maintained in its original pristine condition throughout the term of the contract.
11. **Relocation of the Bench:** During the term of the contract, the Park can, at its sole discretion, require that the Bench be relocated if the original location of the Bench is destroyed by flooding, is subject to excessive vandalism, or is deemed for any other reason to be no longer an appropriate location for a bench. In this circumstance, the Friends and the Donor shall work together to identify an acceptable alternative location approved by the Park.
12. **Entire Agreement:** This contract contains the entire agreement between the parties and supersedes any previous understanding, commitments or agreements, oral or written.



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- 13. **Law of the Contract:** The contract shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada.

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| INITIALS Donor Friends |
|-----------------------------|



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Schedule “A”

LOCATION OF DEDICATION BENCH

The bench is numbered _____ on the map provided and located in the _____ area of Fish Creek Provincial Park.