

# CELEBRATION BENCH PROGRAM AGREEMENT

Dated this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

BETWEEN:

FCEF FRIENDS OF THE CENTRAL EXPERIMENTAL FARM, Building 72, Arboretum, Central Experimental Farm, Ottawa ON K1A 0C6 ("**FCEF**")

AND

\_\_\_\_\_, (insert address) (the "**Donor**")

WHEREAS:

- A. FCEF FRIENDS OF THE CENTRAL EXPERIMENTAL FARM ("**FCEF**") has implemented a Celebration Bench Program (the "**Program**") for the Dominion Arboretum located within the Central Experimental Farm (the "**Arboretum**") which provides the opportunity for individuals or groups to make a donation (the "**Donation**") and to pay tribute in a unique way; and
- B. The Program permits the installation of a Tribute Plaque (the "**Tribute Plaque**") on a bench ("**Bench**") to be located in the Arboretum.

THIS AGREEMENT is evidence that in consideration of \$1.00 and other good and valuable consideration paid by the Donor to FCEF, the receipt and sufficiency of which FCEF acknowledges the Donor and FCEF agree as follows:

## 1. TRIBUTE PLAQUE, BENCH AND SITE

1.1 The Donor acknowledges and agrees as follows:

- a) To make a Donation in the amount of \$ \_\_\_\_\_ to participate in the Program;
- b) The Tribute Plaque will be placed on a Bench located at \_\_\_\_\_ (the "**Site**");
- c) FCEF must receive the Donation in full prior to FCEF installing the Bench and the Tribute Plaque;
- d) That the Donor does not have ownership rights in and to the Bench, the Site or any adjacent land and may not make alterations of any kind to the Bench or the Site;
- e) FCEF reserves the right to:
  - temporarily remove the Bench for maintenance or other related circumstances, including without limitation seasonal conditions such as snow removal; and
  - relocate the Bench to a different Site (the "**Relocated Site**") (in which event the Donor will be advised of the need to relocate the Bench).

- f) The wording on the Tribute Plaque is to be provided by the donor but must be approved by FCEF, in its sole and unfettered discretion;
- g) That FCEF shall not be liable to the Donor as a result of any losses or damages to the Tribute Plaque for any reason; and
- h) The Bench and Tribute Plaque are installed at the discretion of Agriculture and Agri-Food Canada (“AAFC”), the owner of the Arboretum and may be relocated by AAFC in its sole discretion. While FCEF will make reasonable efforts to relocate the Bench in consultation with the donor, said relocation remains within the discretion of FCEF and subject to the approval of AAFC.

1.2 FCEF agrees that it:

- a) is responsible for the acquisition and installation of the Tribute Plaque and Bench;
- b) is responsible for the maintenance of the Fixture in accordance with FCEF’s normal maintenance standards as determined by FCEF in its discretion from time to time;
- c) if a Bench is damaged, destroyed or defaced during the Term (as hereinafter defined) to an extent that in the opinion of FCEF replacement is required it will be done at no additional cost to the Donor;
- d) will provide the Donor with a receipt in an amount mandated by the Canada Revenue Agency following receipt of the full donation amount minus the recognition value of the Tribute Plaque, and
- e) confirms that the Donor will maintain ownership of the Tribute Plaque.

**2. TERM AND RENEWAL**

- a) The agreement is for a ten (10) year term (the “**Term**”), commencing on the date the Tribute Plaque is installed on the Bench by FCEF and is subject to renewal in compliance with this Agreement;
- b) The Donor will be given the first right of refusal to renew this Agreement at the Site (or the Relocated Site if relocated pursuant to Section 1.1 (e)) for an additional term, provided the Site is deemed appropriate by FCEF and the Program is still in effect. The renewal will require payment of an additional Donation, and other changes to the Tribute Plaque Agreement as determined by FCEF from time to time, in its sole discretion. FCEF reserves the right, in its discretion, to relocate the Bench to a Site it deems more reasonable;
- c) FCEF will make the Tribute Plaque available to the Donor at the end of the Term in its then existing condition;
- d) No less than six months, and no greater than one year, prior to the expiration of the Term, the Donor has sole responsibility to inform FCEF in writing of the Donor’s desire to renew the agreement, failing which the Agreement will terminate, upon the expiration of the Term and FCEF will return the Tribute Plaque to the Donor, without further notice to the Donor.

**3. GENERAL**

- a) The Donor has sole responsibility to ensure FCEF has the Donor's current and complete contact information; and
- b) This Agreement represents the entire agreement between the Donor and FCEF with respect to the Program.
- c) The Donor acknowledges and agrees that FCEF is not responsible for any loss, costs or other claims arising out of this Agreement in the event the Bench or the Tribute Plaque is damaged, other than return of the Tribute Plaque.
- d) Time shall be of the essence of this Agreement.
- e) This Agreement enures to the benefit of and is binding upon the parties hereto, their heirs, executors, administrators, successors and permitted assigns.
- f) This Agreement sets forth the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the land other than as expressed herein in writing.
- g) The headings in this Agreement are for reference only and do not affect the meaning of anything in the Agreement.
- h) This Agreement is subject to the laws of the Province of Ontario and any interpretation under this Agreement will be made with all changes of gender and number as required by the context.

SIGNED, SEALED AND DELIVERED

FCEF FRIENDS OF THE CENTRAL EXPERIMENTAL FARM

Per \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the non-profit Corporation

Witness: )  
)  
)  
)  
)

\_\_\_\_\_  
Print Name:  
(the Donor)