



APPLICATION FORM

EAST LYME PUBLIC TRUST FOUNDATION, INC.

THE PROMISE OF TOMORROW'S TREES-COMMEMORATIVE TREE PROGRAM

The East Lyme Public Trust Foundation Inc., in cooperation with the East Lyme Parks and Recreation Department, is offering sponsors an opportunity to support the Niantic Bay Boardwalk and other town projects of the Foundation by participating in **The Promise of Tomorrow's Trees**, a Commemorative Tree Program in East Lyme.

These trees will be placed in public spaces in East Lyme as described on page 3. For a \$600 contribution, a person can donate a chosen tree to the Parks and Recreation Department subject to the terms and conditions contained on Pages 3-4 of this application.

If you have any questions please call Carol Marelli at 860-739-2688 or camarelli@sbcglobal.net
On line: www.publictrustfoundation.org

Please make checks payable to:
East Lyme Public Trust Foundation, Inc.

Please mail the completed **page 2** of the form and your check to:
Carol Marelli
36 Smith Ave.
Niantic, CT 06357

Revised July, 2018

THE PROMISE OF TOMORROW'S TREES

Commemorative Tree Planting Agreement

I, _____, do agree to have the Town of East Lyme plant a tree and install a plaque on Town property for \$600. I will choose the location from the available choices. I will pay all costs including tree, plaque, base, and water bag.

The Town will provide the labor for the installation of the tree, the water bag, and the plaque. I understand that the tree will become the property of the Town of East Lyme. In the event the tree dies, I may elect to purchase a replacement tree to be installed by the Town, for an additional charge, or I may elect to receive the memorial plaque. Payment in Full will be required when the agreement is signed.

Name of Sponsor _____ **Date** _____

Address _____

City/Town _____ **State** _____ **Zip Code** _____

Email _____ **Phone** _____

I agree to the terms and conditions specified on Page 3-4 of this agreement.

Signature _____

CHOICE OF LOCATION AND TYPE OF TREE

Please indicate a first choice of location and type of tree and a second choice of location and type of tree, in case the allotted numbers for each location have been exceeded.

<u>First Choice</u>	Location	Type of Tree
<u>Second Choice</u>	Location	Type of Tree

WORDING OF PLAQUE

Your engraved plaque may have up to three lines of 20 characters each, including spaces. Please fill in below exactly how you would like each line engraved.

I.																				
II.																				
III.																				

COMMEMORATIVE TREE PLANTING POLICIES

- Trees will cost \$600, which will include the tree, planting, plaque, base, and water bag for one growing season.
- Trees will be a minimum of two inches in caliper.
- Planting will only take place in the spring, April & May, and the fall, September and October.
- The Plaque and base will be installed at approx. the time of planting.
- Plaque size is 8"x4". They will be mounted on concrete bases.
- The Town of East Lyme will do all planting.
- The East Lyme Public Trust Foundation, Inc. is a not-for-profit corporation; your donation is tax deductible.
- The following is a list of trees and locations that are acceptable for planting:

TREE LOCATION	SPECIES RECOMMENDED
<u>TOWN PARKS</u>	
I. CINI PARK (4)	A. SYCAMORE
II. McCOOK PARK-Atlantic Ave. fence line (2-3)	A. Kwanza Cherry Trees
III. BRIDEBROOK PARK-Outfield fence line (3)	A. SUGAR MAPLE
<u>HISTORIC LOCATIONS</u>	
I. SAMUEL SMITH HOUSE (4)	A. APPLE B. SUGAR MAPLE
<u>TOWN BUILDINGS</u>	
I. EAST LYME LIBRARY INNER COURTYARD (1)	A. A. Sycamore
II. EAST LYME TOWN HALL (1)	Sycamore

Rev. 7-25-18

NIANTIC BAY BOARDWALK COMMEMORATIVE TREES APPLICATION AGREEMENT

To make a donation in order to sponsor a Commemorative Tree to support the maintenance of Niantic Bay Boardwalk , please read each of the terms and conditions listed below; accurately complete the Page 2 of this application and return it with your \$600.00 donation to the address listed on Page 1 of this agreement.

1. The East Lyme Department of Parks and Recreation reserves the right in its sole discretion to deny any application to sponsor a tree and return or refund any sponsorship fee. If this application is accepted, the East Lyme Department of Parks and Recreation will arrange for the inscription chosen on page 2 of this application to be placed at the base of the chosen tree. This application shall only be considered accepted and an agreement, if and when the tree is installed.

2. Any party or parties who apply to sponsor a tree are individually and collectively referred to in this agreement as a "Sponsor."

3. A Sponsor will be able to choose the main location of a tree but shall have no control over the placement of the tree within that location. The placement will be determined by the Town's Tree Warden and the Director of Parks.

4. The sponsor shall have no control over the date of installation.

5. The Sponsor will **not** have any right to require that the tree be maintained, repaired, replaced, removed or relocated. If a tree dies, the sponsor may elect, for an additional charge, to have it replaced, or, the sponsor may choose to receive the plaque.

6. The East Lyme Public Trust Foundation, Inc., its affiliates and/or assignees may photograph, tape, illustrate or film the tree with name(s) contained in the inscription on the plaque and use the same in any promotional, marketing, publicity or advertising materials, or in any other manner whatsoever, without the consent of, or payment of any compensation to, Sponsor, or any other individual or individuals whose name(s) are on the bench.

7. Sponsor may acquire no right under this agreement to use, and Sponsor shall not use, the name of the East Lyme Department of Parks and Recreation, the East Lyme Public Trust Foundation, Inc., or its affiliates, or any trademarks, fanciful characters or designs of the East Lyme Department of Parks and Recreation, the East Lyme Public Trust Foundation, Inc., or its affiliates, in any other manner whatsoever.

8. Neither this agreement nor the installation of the tree entitles Sponsor to: (a) any ownership interest in the plaque, tree, or land where the tree is planted, or any part thereof or (b) any right, title or interest in or to any real estate or other property.

9. The East Lyme Department of Parks and Recreation and/or East Lyme Public Trust Foundation, Inc. reserves the right in its sole discretion to change any or all of the agreement terms and conditions for future sponsors of trees.

10. If the Sponsor has included in the inscription on page 2, the names of an individual, or individuals who did not sign this agreement: (a) Sponsor warrants and represents that he or she is authorized to do so; (b) the Sponsor agrees that the Sponsor will be solely responsible for and will indemnify and hold the East Lyme Department of Parks and Recreation, East Lyme Public Trust Foundation Inc., its affiliates and assignees harmless against any claims or causes of action of any nature by or on behalf of said individual or individuals relating to the tree, including without limitation, the use of any name(s) on the tree plaque as permitted by paragraph 6 of this agreement; and (c) the Sponsor agrees that the plaque for the tree may be permanently removed in the sole discretion of the East Lyme Department of Parks and Recreation, its successors and assignees, if at any time an individual who did not sign this agreement requests to have his or her name removed from the bench, and that Sponsor shall not have any right to any refund or compensation, or any other right or remedy. Any individual or individuals who did not sign this agreement shall have no rights under this agreement and shall not be third party beneficiaries under this agreement.

11. This agreement constitutes the entire agreement between Sponsor and the East Lyme Public Trust Foundation, Inc., supersedes any prior representations regarding the Sponsor's sponsorship, may not be modified orally, and is governed by Connecticut law.