

NIANTIC BAY BOARDWALK PLAQUE APPLICATION AGREEMENT

To apply to sponsor a Niantic Bay Boardwalk Plaque, please read each of the terms and conditions listed below, accurately complete the reverse side of this application and return with the sponsorship fee.

1. The East Lyme Public Trust Foundation Inc. reserves the right in its sole discretion to deny any application to sponsor a plaque and return or refund any sponsorship fee. If this application is accepted, the East Lyme Public Trust Foundation, Inc. will arrange for the inscription on page 1 of this application to be placed on the plaque. This application shall only be considered accepted and an agreement if and when the plaque is installed.
2. Any party or parties who apply to sponsor a plaque are individually and collectively referred to in this agreement as a "Sponsor." Sponsor shall have no control over the location of the plaque or its date of installation.
3. As the East Lyme Public Trust Foundation, Inc. may be ever changing, Sponsor agrees that the plaque and/or the Boardwalk may be temporarily closed, access to the Boardwalk may be restricted, and/or construction of the walkway may be discontinued, all without liability to the Sponsor.
4. Sponsor shall have no control over the design, format, material, appearance, construction, manufacture, installation, maintenance, repair, admission or access to, or operation of the plaque or the Boardwalk. Sponsor recognizes that the plaque may chip, crack, wear or otherwise become damaged due to any cause. Sponsor will not have any right to require that the plaque and/or the Boardwalk be maintained, repaired, replaced, removed or relocated.
5. The East Lyme Public Trust Foundation, Inc., its affiliates and/or assignees may photograph, tape, illustrate or film the plaque with name(s) contained in the inscription on page 1 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 plaque.
6. Sponsor may acquire no right under this agreement to use, and Sponsor shall not use, the name of the East Lyme Public Trust Foundation, Inc. or its affiliates, or any trademarks, fanciful characters or designs of the East Lyme Public Trust Foundation, Inc., or its affiliates, in any other manner whatsoever.
7. Neither this agreement nor the installation of the plaque entitles Sponsor to (a) any ownership interest in the plaque or the Niantic Bay Boardwalk or any part thereof or (b) any right, title or interest in or to any real estate or other property.
8. The 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 plaques.
9. If Sponsor has included in the inscription on page 1, the name 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) Sponsor agrees that Sponsor will be solely responsible for and will indemnify and hold the 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 plaque, including without limitation, the use of any name(s) on the plaque as permitted by paragraph 5 of this agreement; and (c) Sponsor agrees that the plaque may be permanently removed in the sole discretion of the East Lyme Public Trust Foundation, Inc. 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 plaque 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.
10. 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.