

**EAST LYME PUBLIC TRUST FOUNDATION, INC.
BRIDEBROOK PARK-BENCH PROGRAM**

The East Lyme Public Trust Foundation Inc., in cooperation with the East Lyme Parks and Recreation Department, is offering the public an opportunity to enhance BrideBrook Park by purchasing a commemorative bench. In 2021, the Foundation is offering 20 benches to be placed along the walking path surrounding the Samuel Peretz Sports Complex at Bridebrook.

For a tax-deductible contribution of \$800.00 per bench with engraved plaque, a sponsor may honor a person or event with a lasting gift. The sponsorship of a Bench at Bridebrook is subject to the terms and conditions contained on Page 2 of this application form. If a sponsor plans on ordering more than one bench, sponsor must fill out a form for each bench.

For questions please call Carol Marelli at 860-739-2688 or camarelli@sbcglobal.net.

Please make checks payable to:

East Lyme Public Trust Foundation, Inc.

Mail the completed form and check to:

Carol Marelli
36 Smith Ave.
Niantic, CT 06357

Name of Sponsor _____ **Date** _____

Address _____

City/Town _____

State/Zip Code _____

Telephone _____

E-mail _____

I would like to Sponsor a Bench at Bridebrook Park for \$800.00, and I agree to the terms and conditions specified on Page 2 of this agreement.

Signature _____

Your engraved plaque may have up to three lines of twenty characters each including spaces. Please fill in below exactly how you would like each line engraved. If space is a problem, a second plaque is available at an additional charge. Some special symbols may be available, contact Carol Marelli for possibilities.

First Line																			
Second Line																			
Third Line																			

BENCHES AT BRIDEBROOK PARK APPLICATION AGREEMENT

To make a donation in order to sponsor a Bridebrook Park Bench, please read each of the terms and conditions listed below, accurately complete page 1 of this application and return it 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 bench 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 to be placed on the bench. This application shall only be considered accepted and an agreement if and when the bench is installed.
2. Any party or parties who apply to sponsor a bench are individually and collectively referred to in this agreement as a "Sponsor." Sponsor shall have no control over the location of the bench at Bridebrook Park or its date of installation.
3. As the East Lyme Parks and Recreation Department may be ever changing, sponsor agrees that the bench or/and the Park may be temporarily closed, access to the Park may be restricted, or construction may occur, 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 bench at Bridebrook. Sponsor recognizes that the bench may chip, crack, wear or otherwise become damaged due to any cause. Sponsor will not have any right to require that the plaque or bench be maintained, repaired, replaced, removed or relocated.
5. The East Lyme Public Trust Foundation, Inc., its affiliates and/or assignees may photograph, tape, or reproduce 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
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 bench entitles Sponsor to (a) any ownership interest in the bench, or Bridebrook Park, 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 benches.
9. If Sponsor has included in the inscription on page 1, 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) 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 bench, including without limitation, the use of any name(s) on the plaque or bench as permitted by paragraph 5 of this agreement; and (c) Sponsor agrees that the bench 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 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.
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.