

AGREEMENT TO INSTALL PARK BENCH

THIS AGREEMENT TO INSTALL PARK BENCH is entered into this _____ day of _____, _____ by and between the City of Bowling Green (hereinafter referred to as "City") and _____.

WITNESSETH

WHEREAS, the City is the owner of _____ Park; and,

WHEREAS, _____ has contacted the City about installing a memorial bench in _____ Park; and,

WHEREAS, the donation of a memorial bench helps beautify the City's parks and provides a useful amenity for users of the City's parks; and,

WHEREAS, the City is agreeable to this request based on the conditions set forth in this Agreement.

NOW, THEREFORE, for the mutual benefits to be derived by both parties, the parties agree as follows:

1. SCOPE OF SERVICES: The City hereby approves and accepts the donation of a _____ park bench from _____ to be installed in _____ Park. _____ agrees to order the bench from OCCOutdoors, in the form and subject to specifications satisfactory to the City. The site of the installation of the bench shall be within the discretion of the City, but at a site satisfactory to _____. The bench shall be engraved or shall include a plaque in a size and form and with the wording satisfactory to the City. The City shall be responsible for the installation of the bench, including the construction of the concrete base for the bench. Both parties acknowledge and agree that once installed the bench shall

become the property of the City, open and available for general public use in a manner consistent with City park policies.

2. PAYMENT: The parties agree that _____ shall be responsible for the cost of the bench, including any plaque or engraving, and that _____ shall reimburse the City for the costs of the installation, including, but not limited to, the concrete base, with the total estimated cost of installation being \$400.00. The installation costs shall be paid prior to the start of the installation of the bench.

3. MAINTENANCE: The City agrees to make every reasonable effort to maintain the bench in the same manner as it maintains City installed benches in City parks, but will not be responsible or liable for theft, acts of nature, acts of vandalism or other actions causing damage to the bench. At the City's sole and absolute discretion, the City may replace or repair the bench, but shall have no obligation to replace or repair. The City reserves the right to remove or to relocate the bench if the City determines that removal is in the City's best interest. Any relocation of the bench will be to a site in _____ Park if reasonable and the City shall notify _____ of the new site. It is the responsibility of _____ to notify the City of _____ address. Memorial items such as photos, plastic or real flowers, flags, banners or similar items are not permitted in, on or around the bench and will be removed.

4. BINDING EFFECT: This Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto.

5. ENTIRE AGREEMENT/ASSIGNMENT: This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein and may be amended, supplemented or superseded by the parties only in writing signed by both parties. This Agreement may not be assigned without the prior written consent of the City.

6. GOVERNING LAW: This Agreement shall be constructed in accordance with, and governed by, the laws of the Commonwealth of Kentucky. Any action related to this Agreement shall be brought in the appropriate Warren County, Kentucky state court.

WITNESS the hands of the parties on this the day and date first above written.

CITY OF BOWLING GREEN, KENTUCKY

BY: _____
Jeff Meisel, City Manager

BY: _____