

Veterans Memorial Park Paver
Donation Agreement

This Donation Agreement (“Agreement”) effective as of _____, 20____ (“Effective Date”), is made and entered into by and between _____, whose address is _____ (“Donor”) and the Norton Historical Society (“NHS”) and the City of Norton, Ohio (the “City”). Based upon the purpose below, and in consideration of the mutual promise and benefits hereunder, the parties hereto hereby agree as follows:

PURPOSE

WHEREAS, the City is constructing the Norton Veterans Memorial Park to be located at 4060 Columbia Woods Drive, Norton, Ohio 44203 (the “Memorial”) to be partially funded by private donations; and

WHEREAS, the City and NHS are collaborating to fundraise for the Memorial; and

WHEREAS, Donor desires to donate a Gift, as defined herein, for the use and benefit of NHS and the City towards the Memorial; and

WHEREAS, NHS and the City desire to accept such Gift, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. Gift: Donor hereby donates to NHS and the City, for the use and benefit of the Memorial, the following gift: \$200.00/\$300.00/\$400.00 (“Gift”).

2. Payment of the Gift: The Gift is an irrevocable pledge that will be paid to NHS and the City. Payment in support of this pledge will be paid immediately upon the execution of this Agreement.

<u>Amount of Payment by Donor</u>	<u>Check Number</u>	<u>Date Paid</u>
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Payment shall be paid by Donor to the NHS (Norton Historical Society Inc.) via check, made out to “The Norton Historical Society, Inc.”.

3. Use of the Gift: The Gift shall be used for the Veterans Memorial Park Paver Program, which includes the placement of an engraved paver, including the acknowledgement described below, within a designated area of the Memorial.

4. Acknowledgement: In consideration for the Gift, NHS and the City will acknowledge the Gift by naming the paver for a veteran. The Naming shall include the veteran’s name and an

inscription approved by the City and NHS. Before the Naming is done, the Donor will have demonstrated payment.

- a. Please see attached paver descriptions (addendum).

5. Term: This Agreement shall have a term of the life of the paver and commence on 5/15, 6/1, 10/1. Upon expiration of the life of the paver, Donor will have a first right of acceptance of a renewed term of the life of the paver.

6. Placement: City will choose the paver location placement.

7. Termination of Naming: In addition to any rights and remedies available at law, the City may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming:

- a. In the event of any default in payment of the Gift as provided in this Agreement, or
- b. In the unlikely event the City determines in its reasonable and good faith discretion that circumstances have changed such that the Naming chosen by the Donor would adversely impact the reputation, image, mission, or integrity of NHS and the City in the event of a continued association with Donor and the continuation of the Naming provided for herein.

Upon any such termination of this Agreement and/or the Naming hereunder, NHS and the City shall have no further obligations or liability to Donor and shall not be required to return any portion of the Gift already paid. The City, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the Gift already received.

8. Publicity: For purposes of publicizing the Gift and the Naming, the City will have the right, without charge, to photograph the Donor and use of the names, likenesses, and images of the Donor in photogenic, audiovisual, digital, or any other form of medium (the "Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing the City's development and business activities.

9. Assignment: This Agreement and the rights and benefits hereunder may not be assigned by any of the parties without the prior written consent of the other parties, which consent shall be in the sole and absolute discretion of the non-assigning party.

10. Entire Agreement: This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

[Signature Page Follows]

Please complete and sign form and mail or drop off with the check to the attention of Dennis Loughry at:

4060 Columbia Woods Dr
Norton, OH 44203

ACCEPTED AND AGREED TO:

[DONOR NAME]

CITY OF NORTON, OHIO

Signature: _____
Print: _____

Dennis Loughry, City Administrator