



DEDICATED BENCH AGREEMENT

This **Dedicated Bench Agreement** ("Agreement") is made and entered into as of this date, _____, by and between the Batiquitos Lagoon Foundation, a California non-profit corporation (the "BLF"), with a mailing address of P.O. Box 131741, Carlsbad, CA 92013-1741 and, _____ a private individual with a mailing address of _____ (the "Donor"). Each of the BLF and the Donor are so identified are collectively referred to as the "Parties" or singularly as a "Party".

RECITALS

Whereas, the BLF is a not-for-profit corporation organized in 1983 under the laws of the State of California, and classified as a 501(c)(3) organization by the IRS, is dedicated to the mission to preserve, protect and enhance the Batiquitos Lagoon ("Lagoon") and its associated watershed, and,

Whereas, the BLF has a Dedicated Bench Program which provides for individuals and/or families the opportunity to acquire and dedicate a bench to a friend, a loved one or a family member with the intent that the bench be placed where visitors to the Batiquitos Lagoon may enjoy the environment of the Lagoon, and,

Whereas, the Donor, namely _____, desires to acquire and dedicate a Bench at the Batiquitos Lagoon in memory of _____.

Now, therefore, in recognition of the foregoing, the Parties agree to the following:

SECTION A - DEFINITIONS

1. "Bench" shall hereinafter mean: A new six (6) foot long seat bench having both sides and a back large enough to seat at least three (3) adult people.
2. "Bench Location" shall hereinafter mean: A site on the North Shore Trail, Challa Point or other suitable location on the Batiquitos Lagoon where the Parties mutually agree that the Bench will be placed as more fully described below.
3. "Bench Maintenance" shall hereinafter mean: The responsibility of the BLF to maintain the Bench for the Term of the Agreement in order to assure its appearance and condition is suitable for use by visitors to the Batiquitos Lagoon.
4. "BLF Membership" shall hereinafter mean: A Sponsor-Level or higher-level membership in the BLF for the Term of the Agreement as provided for below. The fee for the annual Sponsor-Level membership may change from time to time at the sole discretion of the BLF.
5. "Bench Plaque" shall hereinafter mean: A marine type weather-proof brass plate of the size and shape as described in Appendix A of this Agreement.
6. "Bench Purchase" shall hereinafter mean: The responsibility of the Donor to purchase the Bench and Bench Plaque and associated costs as provided for below.

7. "Bench Specifications" shall hereinafter mean: The size, components and other specifications of the Bench as described in Appendix B of this Agreement.
8. "Term" shall hereinafter mean: The period of time this Agreement shall remain in force following its execution by the Parties.

SECTION B - MUTUAL AGREEMENTS

The Parties hereby mutually agree as follows:

1. Bench Costs - It is agreed that that the Donor shall bear the full cost of purchasing the Bench, shipment of the Bench to the BLF location, the Bench Plaque which identifies the person(s) to whom the Bench is dedicated. It is further agreed that any expense to be incurred by the BLF on behalf of the Donor shall be paid in advance to the BLF by cash, check or credit card in US dollars.
2. Payment in Advance - The BLF will inform the Donor in advance of the costs associated with item #1 above, noting that it is estimated that the cost will be in the range of \$1,200.00 to \$1,500.00. Once the Bench and Bench Plaque costs are approved by the Donor, the Donor will deliver the funds to the BLF prior to the order being placed with the vendors. The BLF will not charge the Donor for its service.
3. Membership in BLF - In addition to the Donor paying for the costs associated with the Bench as described in # 2 above, in order to support the long-term ongoing operations and mission of the BLF, the Donor agrees to purchase a ten (10) year Sponsor Level or higher-level membership in the BLF at a minimum cost of \$1,000.00. The Sponsor Level membership is currently \$100.00 per year, and may change from time to time. The membership purchase shall be paid in advance in cash, by check or credit card in US dollars.
4. Bench Location - The Parties shall agree as to the Bench Location, which shall consider such matters as available space, environmental constraints such as plants and wildlife, and any policies of the California Department of Fish and Wildlife, the Aviara Homeowners Association, the Park Hyatt Aviara Golf Club, and any other state, county or municipal laws or regulations. In the event of any disagreement between the Parties, the BLF retains the sole right to determine the Bench Location and eventual movement if required.
5. Bench Ownership - Once the Bench is purchased and placed in an agreed Bench Location the Bench shall become the property of the BLF. Notwithstanding the foregoing, the ownership of the Bench may revert to the Donor for good cause as provided for in item #7 below.
6. Bench Maintenance - The BLF agrees to perform at least an annual Bench Maintenance inspection and services to the Bench. This includes, but is not limited to, reconditioning of the Bench by BLF volunteers, removing weeds and plant growth under and near the Bench, and assuring the Bench is properly anchored. The BLF shall not be responsible for damage caused to the Bench caused by visitors to the Batiquitos Lagoon or by natural disasters.
7. Reversion of Ownership, Refunds and Bench Removal - If during the Term of the Agreement Donor presents to the BLF good cause relating to the non-performance by the BLF, the Donor

may terminate the Agreement. In this event, the Donor shall be entitled to a pro-rata refund of its purchase of the Sponsor Level membership from the date of such purchase. The Donor shall not be entitled to any refund for the costs associated with the purchase of the Bench and the Plaque, and if the Bench is removed from the BLF properties, the Donor shall pay for any and all costs associated with the removal of the Bench.

SECTION C - OTHER, INCLUDING TERM AND TERMINATION, AMENDMENTS, REPRESENTATION, TAX ADVICE, NOTICES AND ADDRESS CHANGES

The Parties further agree to the following additional provisions as provided below:

1. Term and Termination - The Term of this Agreement shall be ten (10) years from the date of execution of this Agreement and shall not be shortened or extended unless as agreed to in writing by the BLF, or for cause as provided for in Section B, item #7 above, otherwise the Agreement shall terminate on _____
2. Amendments - The Agreement shall not be amended unless agreed to in writing by the Parties hereto, with BLF having the sole right to determine if an Amendment is agreeable.
3. Representations - Each Party to the Agreement, the BLF and the Donor, represents to the other Party that it has the right and authority to enter into and agree to the terms of this Agreement.
4. Tax Advice - The BLF does not provide tax advice, and if the Donor seeks to claim a tax deduction for the BLF Membership and/or the purchase of the Bench and Plaque, the Donor should seek professional tax advice at its own expense.
5. Notices and Change of Address - The addresses for the BLF and the Donor are so identified in paragraph 1, page 1, and as shown hereunder under the signatures of each Party. All "Notices" to either Party, for any purpose, by the other Party shall be in writing and delivered either in person or by mail through the United States Postal Service. If delivered in person, the delivery of the Notice shall be witnessed by an adult person over the age of 21 years. A Notice to the Donor not responded to within ninety (90) days shall result in the cancellation of this Agreement.

This Agreement is duly signed and witnessed on this date by:

Batiquitos Lagoon Foundation
P.O. Box 131741
Carlsbad, CA 92013-1741

Donor:

Name and Title

Name

Witness

Witness

Appendix A

Name Plaque Specifications

The engraved plaque on the Dedicated Bench shall be:

1. 3 inches X 6 inches in size.
2. Contain the BLF logo with design and style provided by the BLF.
3. An inscription determined by the Donor and to include the date of the Bench Dedication and text such as "In Memory of Martha Jones".
4. Lettering will be in black on a gold or brass color finish.
5. The plaque and the attachment screws shall be weatherproof such as being "marine resistant" due to the close proximity to salt water and air.

Appendix B

Bench Specifications Per Vendor - ULINE

DELUXE PLAZA BENCH

- Recycled plastic planks which will never need sealing, painting or staining and will not rot or corrode.
- Smooth, contoured seat and backrest for comfort.
- Powder-coated cast aluminum frame to resist rust.
- Mounting hardware



MODEL NO.	DESCRIPTION	SIZE LxWxH	WT. (LBS.)	PRICE EACH		ADD TO CART
				1	3+	
H-4337	6' Metal Frame	72 X 24 X 30"	150	\$785	\$735	Specify Color

SHIPS UNASSEMBLED BY USPS

