

## **Agreement Terms & Conditions**

- 1. Donors must discuss desired locations with District staff prior to making payment. Both parties must agree on the location.
- 2. The District of Lake Country will be responsible for installing and maintaining the donated amenity and plaque.
- 3. The District must approve the plaque inscription, which is limited to four lines of text with a maximum of 38 characters and spaces on each line. Donors are encouraged to choose a message that is uplifting or inspirational or that promotes the enjoyment of the park.
- 4. The District will cover the cost of replacing the amenity due to damage or theft only once within the first 10 years after installation. If there are any additional occurrences of theft or damage, the donor will be responsible for covering the cost. The District will make an effort to return the plaque to the donor if it is still in salvageable condition.
- 5. After 10 years, if the amenity is removed due to damage, theft, or poor overall condition, the amenity may be replaced by the donor at the current price. The donor is responsible for advising the District of changes to their contact information so that the District can keep you informed. If you choose not to replace the amenity or we are unable to contact you, the plaque will be removed and the site may be offered to a new donor.
- 6. The District reserves the right to remove or relocate the amenity for reasons such as safety, maintenance, or park redevelopment. The District will endeavour to contact the donor at least 30 days prior to any permanent relocation. If staff are unable to contact the donor, removal or relocation will proceed and the District will keep any removed plaques for a minimum period of 90 days.
- 7. The donation of an amenity in no way constitutes ownership of the item by the donor, the land upon which it is situated, or the surrounding lands. The District retains the right to use the lands adjacent to these donated items, as it deems appropriate, up to and including moving the amenity to another location. Every attempt will be made to ensure the amenity is relocated as close to the original location as is feasible.
- 8. The District understands that the donated amenity may have sentimental value; however, donations do not give the right for the scattering or interment of cremated remains or the placement or attachment of objects or mementos on or adjacent to the amenity.



- 9. Donors do not have priority use of the amenity. Donated amenities and the space in which they are installed remain the property of the District available for public use.
- 10. Any amenity within a park or public space that was installed before these Terms and Conditions will follow the current guidelines for renewal and/or replacement.