



## Bench Lease Agreement

I/We (insert full name) \_\_\_\_\_ (“Lessee”)

of (Address) \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email \_\_\_\_\_

hereby wish to lease a bench from the Corporation of the Township of Centre Wellington (the “Township”). Benches recognizing an Individual shall be post hosthumously. Businesses and Organizations may sponsor a Bench, under this same Lease Agreement, but details on the naming rights and sponsorship policy will apply.

### **BENCHES**

- The lease price of \$2,767.48 includes the installation of a memorial/sponsorship plaque which becomes the property of the Lessee after the lease (and any extensions thereof) has expired. Bench prices may be subject to change from time to time at the Managing Director of Community Services’ (the “Director”) discretion. Benches remain the property of the Township.
- Placement of a bench is only permitted in specific locations within the Township and subject to the Managing Director of Community Services (Director) or their designate’s approval.
- Limited locations for benches are available. Every effort will be made to accommodate the Lessee’s choice of location. If the location of choice is not available, the application may be withdrawn by the applicant and the administrative fee shall be fully refunded.
- Benches shall be installed and maintained by the Township for a period not to exceed ten (10) years from the date of installation. Maintenance shall be at the sole discretion of the Township.
- The Township shall not be held responsible for loss or damage to the bench including but not limited to theft, vandalism, or weather.
- In the event a bench is vandalized or lost it may be repaired or replaced. The Township shall make a reasonable effort to contact the Lessee. The Lessee may elect to replace or repair the bench at their expense. There is no obligation on the part of the Township or the Lessee to repair a bench if damage was caused by theft, vandalism, or weather. The installation and application fees may be waived at the discretion of the Township.
- Within the term of the agreement and any extensions, the Township reserves the right to relocate any and all benches at any time. The Township shall make a reasonable effort to contact the Lessee should relocation of a bench be required.



- The term of the lease is ten (10) years commencing from the date of installation of the plaque on the bench.
- The bench is not part of the Township's Asset Management Plan, and when the bench is at end of life, it will be removed. There will be an opportunity for a renewal (see below). There will also be an opportunity for a new Lessee to sign up for a Bench Lease Agreement at that location should the Lessee elect not to renew, or reasonable attempts to contact the Lessee are not successful.
- The Lessee will be provided first right of refusal to renew the lease for one (1) additional ten (10) year period at the expiry of the initial lease period by payment of the renewal fee listed in the current Township's Rates and Fees Bylaw Fees and Charges at the time of renewal, such fees are set by Council annually.
- In the absence of a renewal, the memorial/sponsorship plaque will be removed and retained for three (3) months for the Lessee's retrieval.
- If the plaque is not collected by the Lessee during that three (3) month period after lease expiry it may be destroyed by the Township without further notice.
- The lease may be rescinded at any time during the lease period on the written instructions of the Lessee who shall arrange collection of the memorial/sponsorship plaque only. No fees will be returned.
- It is the responsibility of the Lessee to ensure that the rights are renewed.
- Although the Township will attempt to contact the Lessee before expiry of the lease, no responsibility can be accepted for action taken in the absence of renewal of the lease or alternative instructions from the Lessee.
- All inscription work on the plaque shall be approved by the Lessee, and ordered through the Township who will arrange for the work to be completed by an approved contractor.
- Memorial/sponsorship plaque inscriptions are subject to the Director or designate's approval.
- Apart from the plaque supplied by the Township, no additional items or plants/bulbs are permitted on or in the vicinity of the Bench. Any items in breach of this agreement will be removed by the Township without notice to the Lessee.
- Payment for the Bench Lease is required within 30 days of signing the Lease Agreement. Memorial/sponsorship plaques will not be ordered until full payment is received. The total fee is not refundable under any circumstances once the plaque has been ordered.



## Centre Wellington

- The Township, at its sole discretion, may alter, vary, amend, add to or rescind any of the terms of this Agreement as it deems necessary.
- All decisions of the Township with regards to this program shall be final.

I have read and understand the terms and conditions of the bench lease program. My signature below constitutes my acceptance to all of the terms and conditions set forth herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address of preferred Bench Location

\_\_\_\_\_  
Date

Aluminum Plaque 4"x6"  
Maximum 36 characters per line / 8 lines

**Office Use Only**

\_\_\_\_\_  
Memorial Bench Location

\_\_\_\_\_  
Date of Install

\_\_\_\_\_  
Manager of Parks Signature