

Village of Pentwater

Community Donation & Recognition Agreement

The Village of Pentwater sincerely appreciates the generosity of residents, families, visitors, and friends who choose to support and enhance our community through donations. Donated benches and bricks provide a meaningful way to recognize a person, family, special occasion, or connection to the Village while contributing to the enjoyment and character of our public spaces. We are grateful for your support and for your interest in being part of the Village of Pentwater community.

This Agreement is intended to provide a clear understanding between the Village of Pentwater ("Village") and the undersigned donor ("Donor") regarding the donation, placement, maintenance, and future care of the donated item.

1. Donation

The Donor wishes to make a contribution to the Village of Pentwater for the purchase and installation of either a **Bench - \$1,000.00** or a **Brick - \$1,000.00**. The \$1,000 donation covers the cost of the bench or brick and its installation.

2. Plaque or Engraving

A commemorative plaque or engraving may be added to the donated item. The cost of the plaque or engraving is in **addition to the \$1,000 donation** and will be based on the Village's actual cost at the time it is ordered. The Village will coordinate the size, material, design, and vendor to help ensure consistency with other Village improvements. The Donor will have an opportunity to review and approve the wording before the plaque or engraving is ordered.

3. Ownership

Once installed, the bench, brick, plaque, or other associated materials become the property of the Village of Pentwater. The donation provides an opportunity for recognition but does not create ownership of the item or the location where it is placed, nor does it provide exclusive use or permanent naming rights.

4. Placement

The Village will make reasonable efforts to consider the Donor's preferred location when possible. Final placement will be determined by the Village based on available space, accessibility, safety, future plans, maintenance considerations, and the overall needs of the community. Because public spaces and Village needs may change over time, a specific location cannot be guaranteed indefinitely.

5. Care and Useful Life

The Village intends to care for donated benches and bricks in a manner consistent with other Village property and as available resources allow. Benches, bricks, plaques, and engravings are exposed to weather, normal use, vandalism, accidents, and other conditions. For this reason, the Village cannot guarantee how long any donated item will remain in service. The useful life of each item will vary depending on its materials, condition, location, and circumstances.

6. Future Removal, Replacement, or Relocation

The Village hopes donated items will remain part of the community for many years. However, there may come a time when an item needs to be repaired, relocated, replaced, or removed. This may occur because of normal deterioration, safety concerns, damage, vandalism, construction, utility work, improvements to public spaces, redevelopment, changes in Village plans, or other circumstances affecting the property. When an item reaches the end of its useful life or Village plans require a change, the Village reserves the right to repair, relocate, replace, remove, or dispose of the item as appropriate. The original donation does not require the Village to replace the item or provide a refund if the item is eventually removed or reaches the end of its useful life.

7. No Guarantee of Permanence

The Donor understands that this contribution is made for the benefit of the community and that neither the donated item nor its location can be guaranteed for a specific number of years. The Village will make reasonable decisions regarding donated items with consideration for their condition, public safety, community needs, and future Village plans.

8. Future Program Changes

The Village of Pentwater may update, modify, suspend, or discontinue its Bench and Brick Donation Program as community needs, costs, policies, or future plans change. Changes to the program do not require the Village to replace existing donated items or reimburse donations previously received.

9. Payment

Payment of the \$1,000 donation, along with the cost of any plaque or engraving, must be received before the Village orders the donated item.

10. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Michigan. Any legal action arising from this Agreement shall be brought in the appropriate court serving Oceana County, Michigan.

11. Entire Agreement

This Agreement reflects the understanding between the Donor and the Village regarding the donation. Any changes or additional arrangements must be approved in writing by the Village.

Donor Information

Donor

Name: _____

Address: _____

City, State,

ZIP: _____

Phone: _____

Email: _____

Donation Selection

☐ Bench - \$1,000.00 ☐ Brick - \$1,000.00

Plaque/Engraving Cost: \$ _____ Total Donation: \$ _____

Requested Plaque or Engraving Wording

Requested Location, if applicable

The Village will consider location requests when possible; final placement remains subject to Village approval.

Acknowledgment

By signing below, I acknowledge that I have reviewed and understand the terms of the Village of Pentwater Community Donation & Recognition Agreement.

Donor Signature: _____ Date: _____

Village Representative: _____ Date: _____