

Cannon Beach Library
Memorial Bench Donation Policy
Adopted July 2021

The Cannon Beach Library gratefully accepts memorial gift donations. Memorial gifts are available for the purpose of remembering or honoring an individual, family, institution, non-profit organization, business, or event.

1. Due to limited space, the library has outdoor capacity for 3 memorial benches.
2. The Board of Directors will select the style, material, and placement of the bench with input from the donor. Reasonable effort will be made to fulfill the donor's wishes; however, the full discretion for style, material, and placement of the bench will remain with the Board of Directors.
3. A commemorative plaque may be included with the bench. Commemorative plaques may only be for the purpose of remembering or honoring an individual, family, institution, non-profit organization, business, or event. The library Board will approve the text, style, and material.
4. The donor must complete the included **Memorial Bench Donation and Maintenance Agreement** and submit the appropriate payment. Payment includes the following terms and conditions:
 - A. The cost of the bench and/or plaque shall be market value based upon the cost to the library, including installation and all applicable costs.
 - B. The bench and/or plaque shall be the property of the library.
 - C. The library will maintain the bench and/or plaque for a period of ten (10) years after the effective date of this agreement. At the end of the ten-year term, the donor may renew the donation, or the bench and/or plaque may be removed by the library.
 - D. The library will repair damage to the bench and/or plaque, and/or replace the bench and/or plaque, **one time** during the initial ten-year term.
 - E. A second donation will be required for the library to repair or replace the bench and/or plaque a second or subsequent time during the initial ten (10) year term, or to extend the term for another ten (10) years.
5. In the event that a donated bench and/or plaque is vandalized, damaged, or stolen a second or subsequent time during the initial ten (10) year term, and in any case after the end of the initial ten (10) year term if the donor does not wish to renew the agreement at the then-applicable cost, the commemorative plaque will be returned to the donor at the address provided on this agreement, or to such other address the donor provides.
6. It is the responsibility of the donor to notify the library office of current contact information during the term of this agreement.

Unless otherwise agreed to in writing by the Board of Directors, all benches and plaques that have been installed prior to the adoption of this Policy shall no longer be maintained after _____. Donors, if they can be located, will be notified of their ability to enter into a Memorial Bench Donation and Maintenance Agreement, subject to all the terms and conditions stated in this document, and subject to approval by the Board of Directors.

Memorial Bench Donation and Maintenance Agreement

This Agreement is entered into on the ____ day of _____, 20____, between the Cannon Beach Library and _____ (Donor), for the donation of funds to pay for the purchase, installation, and maintenance of a memorial bench and/or plaque, subject to the following terms and conditions:

1. Donor agrees to pay Cannon Beach Library the market value cost of bench and/or plaque, including any installation or applicable costs incurred by the library.
2. The library agrees to purchase, install, and maintain the bench and/or plaque to the library's standards. If the bench and/or plaque is damaged or stolen during the ten-year period following the effective date above, the library will repair or replace it **one time** at no additional cost to the donor.
3. Donor shall acquire no right, title, or interest in the bench and/or plaque beyond that expressly identified in this agreement. Donor acknowledges and understands that the bench and/or plaque will be open and available to the public in a manner consistent with the library's policies and practices.
4. Donor expressly agrees that, except as set forth in writing in this agreement, there are no other obligations or duties on the part of the library with respect to the subject bench and/or plaque.
5. Donor agrees to release, hold harmless, and make no claim against the library for any delay in the purchase and installation of the bench and/or plaque, or for the location manner of installation, style, condition, appearance, maintenance, repair, damage or theft of the bench and/or plaque.

Donor Contact Information: (Print or type the information required below)

Donor Name: _____

Mailing Address: _____

City, State, Zip Code: _____

Phone: _____

Email: _____

Donor and Cannon Beach Library Representative, indicating their approval of the terms herein, have signed as of the dates set forth below.

Donor: _____

Signature: _____

Date: _____

Cannon Beach Library Representative

By: _____

Printed Name: _____

Date: _____