

Commemorative Memorial Bench Program

Policy

1. The Division of Parks and Recreation shall coordinate and administer the Commemorative Memorial Bench Program (the "Program").
2. Commemorative memorial benches or other project installations shall be maintained by the State for a period not to exceed ten years from the date of installation. Maintenance shall include and be limited to cleaning, minor repairs, and re-staining.
3. The State shall not be held responsible for loss or damage to the bench including but not limited to theft, vandalism, or weather.
4. Only one choice for memorial bench design is available. Every effort will be made to accommodate a sponsor's choice of location. If the location of choice is not available, the application may be withdrawn by the sponsor and the administrative fee shall be fully refunded.
5. The total bench fee including the cost of the plaque, additional shipping fees, transportation to the site and installation of the bench shall be paid in full following the notification of the applications approval. The total bench fee is not refundable under any circumstances once the plaque and bench have been ordered.
6. No work shall commence until full payment is received and all project approvals have been obtained, including but not limited to applicable Governor and Executive Council authorization
7. If a bench is vandalized or lost it may be repaired or replaced. The sponsor shall be notified and may elect to replace or repair the bench at their expense. There is no obligation on the part of the State or the sponsor to repair a bench that was damaged caused by theft, vandalism or weather. The installation and application fees may be waived at the discretions of the State.
8. The cost of a plaque shall be paid in full at the time of application approval and is not refundable under any circumstances once the plaque has been ordered.
9. Reasonable efforts shall be made but her State to accommodate a sponsor's wish for the timing of an installation. However, due to consideration regarding special events, weather, staff scheduling, or other unknown activities that may occur at the site, bench installation dates shall not be guaranteed.
10. Written confirmation shall be sent to the sponsor by the State after an installation is complete.
11. In the tenth year following the bench installation, the sponsor shall contact the State should he/she wish to extend the term of the project for an additional ten years. The State, at its sole discretions, shall assess the condition of the bench and will determine if an additional ten year term is feasible. If an additional ten year term is not feasible, the sponsor may elect to submit a new application for a new bench. If an additional ten year term is feasible, the term shall be extended an additional ten years at no cost to the sponsor by submitting an updated signed policy agreement. If the sponsor does not contact the State to extend the term of the memorial bench, the State, at its sole discretion, may remove or relocate the bench.
12. Within the term of the agreement and any extensions, the State reserves the right to relocate any and all benches at any time should such action be necessary, including but not limited to property development, vandalism, or interference with park operations. The State shall make a reasonable effort to contact the sponsor should relocation of a bench be required.
13. All decisions of the State with regards to this Program shall be final.

I have read the Commemorative Granite Memorial Bench Program Policy thoroughly and understand all terms and conditions. My signature below constitutes my acceptance to all of the terms and conditions set forth herein

Signature: _____

Date: _____