

TRIBUTE PLAQUE AGREEMENT

Date this _____ day of _____, 20 _____

BETWEEN:

Resort Municipality of Whistler, 4325 Blackcomb Way, Whistler, V8E 0X5 BC

(“**RMOW**”)

Attention:

AND:

WHEREAS:

- A. The Resort Municipality of Whistler (RMOW) wishes to implement a Tribute Plaque Program (the “**Program**”) which provides the opportunity for individuals or groups to pay tribute in a unique way; and
- B. The Program permits the installation of a Plaque (the “**Plaque**”) on a bench or bike rack (“**Fixtures**”) to be located in the Village or in a Park or along the Valley Trail within the Resort Municipality of Whistler.

THIS AGREEMENT is evidence that in consideration of \$1.00 and other good and valuable consideration paid by the Donor to the RMOW, the receipt and sufficiency of which the RMOW acknowledges the Donor and RMOW agree as follows:

1. TRIBUTE PLAQUE, FIXTURE AND SITE

1.1. The Donor acknowledges and agrees as follows:

- a) To make a Payment in the amount of \$ _____ to participate in the Program;
- b) The Plaque will be placed on a _____ (the **Fixture**) located at; _____ (the “**Site**”);
- c) The RMOW must receive the Payment in full prior to the RMOW ordering and installing the Fixture and the Plaque;
- d) Dates are not permitted;
- e) That the Donor does not have ownership rights in and to the Fixture or the Site and may not make alterations of any kind to the Fixture or the Site;
- f) The RMOW reserves the right to:
 - temporarily remove the Fixture for maintenance or other related circumstances, including without limitation seasonal conditions such as snow removal; and



- Relocate the Fixture to a different Site (the “Relocated Site”).
- g) The wording on the Plaque must be approved by the RMOW;
- h) That RMOW shall not be liable to the Donor as a result of any losses or damages to the Plaque for any reason; and
- i) The Donor may add up to 2 additional plaques to the fixture for an additional cost of \$568.00 per plaque and all conditions of the original agreement including the term of the agreement will apply.

1.2. The RMOW agrees that it:

- a) is responsible for the acquisition and installation of the Plaque and Fixture;
- b) is responsible for the maintenance of the Fixture in accordance with the RMOW’s normal maintenance standards as determined by the RMOW in its discretion from time to time;
- c) if a fixture is damaged, destroyed or defaced to an extent that in the opinion of the RMOW replacement is required it will be done at no additional cost to the Donor;
- d) is responsible for the maintenance of the Site as part of its standard maintenance practices and in respect of the natural site characteristics and any existing applicable bylaws, agreements and/or regulations;
- e) will install the Fixture between May and October;
- f) will provide the Donor with a receipt in an amount equal to the payment minus the cost of the Plaque that can be used for tax purposes; and
- g) will confirm that the Donor will maintain ownership of the Plaque.

2. TERM AND RENEWAL

- a) The agreement is for a ten (10) year term (the “**Term**”), commencing on the date the Fixture is installed by the RMOW and is subject to renewal in compliance with this Agreement;
- b) The Donor will be given the first right of refusal to renew this Agreement at the Site (or the Relocated Site if relocated) pursuant to Section 1.1 (e) for an additional term, provided the Site is deemed appropriate by the RMOW. The renewal will require an additional payment, and include other changes to the Tribute Plaque Agreement as determined by the RMOW from time to time, in its discretion. The RMOW reserves the right, in its discretion, to relocate the Fixture to a Site it deems more reasonable;
- c) The RMOW will return the Plaque to the Donor at the end of the Term in its existing condition;
- d) No less than six months and no greater than one year, prior to the expiration of the Term, the Donor has sole responsibility to inform the RMOW in writing of their desire to renew the agreement, failing which the Agreement will conclude and the RMOW will return the Plaque to the Donor, without further notice to the Donor.



- e) If the donor wishes to renew for a subsequent 10-year term, a renewal fee will apply and a new agreement will be initiated. Provided the plaque condition, bench condition, and location are satisfactory, a renewal fee of \$1100.00 will cover the cost of maintenance of the bench and location. If any of the above are unsatisfactory, the RMOW reserves the right, in its discretion, to assess a reasonable renewal fee.

3. GENERAL

- a) The Donor has sole responsibility to ensure the RMOW has the Donor's current and complete contact information; and
- b) Personal information in this agreement is collected for the purposes of fulfilling the requirements of this Agreement under the authority of s.26(c) of the *Freedom of Information and Protection of Privacy Act*. By signing this Agreement you are providing the RMOW with your consent to collect your personal information that will be used by RMOW to manage the Program. Information will be kept on file for the duration of the Term and any renewals plus two years for legal retention purposes. For questions regarding the collection and use of your personal information, please contact resortexperience@whistler.ca or in person at 4325 Blackcomb Way; and
- c) This Agreement represents the entire agreement between the Donor and the RMOW with respect to the Program; and
- d) The Donor acknowledges and agrees that the RMOW is not responsible for any loss, costs or other claims arising out of this Agreement in the event the Fixture or the Plaque is damaged, other than return of the Plaque.

Signed: RESORT MUNICIPALITY OF WHISTLER

Parks Planning Manager: _____

Applicant: _____