

**Brooke County Veterans Memorial Park Foundation Inc.**

**Donation Pledge Agreement/Contract**

**THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between, the Brooke County Veterans Memorial Park Foundation Inc., a 501 (3c) non profit foundation, with its principal place of business being located at P.O. Box 291, Wellsburg, WV 26070, hereinafter referred to as “Foundation” and \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_, hereinafter referred to as “Sponsor”.**

**WHEREAS, the “Foundation” is a non profit corporation whose primary purpose is to plan and construct a memorial to honor those men and women who have served in the armed services from Brooke County and to memorialize those men and women from Brooke County who gave their lives during WWI, WWII, Korea, Vietnam and Iraq and Afghanistan, as well as, any future conflicts.**

**WHEREAS, the “Foundation” is in the process of procuring funding for the construction of the memorial through the solicitation of sponsorships by means of \$1,000 minimum pledges.**

**WHEREAS, the “Sponsor” is interested in pledging \$ \_\_\_\_\_ to plan and construct the memorial at a designated location at the Brooke County Park. The site and location of the memorial is the sole responsibility of the “Foundation”.**

**NOW, THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration as set forth in this contract the parties hereto agree as follows:**

- 1. The Sponsor agrees to pay the Brooke County Veterans Memorial Foundation \$ \_\_\_\_\_ as full payment for the planning and construction of the memorial. The payment(s) are to be made as follows:**

<b><u>Amount</u></b>	<b>Date</b>
_____	June 2012
_____	June 2013
_____	June 2014
_____	June 2015

- 2. The “Foundation” agrees to be solely responsible for the planning and construction of the memorial.**
- 3. The “Foundation” agrees to provide the Sponsor with recognition of their pledge at or near the memorial site. The site and description or type of the recognition will be solely the responsibility and authority of the “Foundation” and the type and amount of recognition may be based upon the amount of the “Sponsor’s” pledge; additional recognition may be provided to the “Sponsor” at the discretion of the Foundation.**
- 4. The “Foundation” agrees to review with the “Sponsor” prior to displaying any “Sponsor” recognition and “Sponsor” may elect not to participate in any or all recognition plans or programs.**
- 5. The “Foundation”, at its sole discretion, may reject a “Sponsor’s” pledge at any time and for any reason prior to the first payment as described above.**
- 6. The “Foundation” agrees to assume full responsibility for the billing of the amounts as described above and agrees to submit an invoice at least thirty (30) days prior to its due date.**
- 7. The “Sponsor” and the “Foundation” agree that at all times herein the memorial and any plans, maps, renderings, models, and other documents or materials associated with its planning and construction shall remain the sole and exclusive property of the “Foundation”. Nothing in this Agreement shall be construed to place in the “Sponsor” any right to plan, manage, build, or own the subject memorial.**
- 8. The “Foundation” agrees to hold harmless the “Sponsor” for any claim, demand or judgment of whatever nature that may be raised by anyone from or relating to the use, construction, maintenance, operation of the memorial or the memorial site.**
- 9. The “Sponsor” hereby acknowledges that he has been made aware that the “Foundation” will be utilizing this Pledge Agreement to obtain funding for the memorial project from one or more financial institutions in order to permit the “Foundation” to undertake construction of said project prior to receiving the actual pledged funds. The “Sponsor” understands that the “Foundation” has the right, among other things, to pledge as collateral, encumber, assign or otherwise transfer this agreement or take any other action in reliance upon the “Sponsor’s” obligation herein in order to obtain necessary financing and funds to promote and further the planning and construction of the memorial herein.**

**10. If the contract entered into herein is breached by the “Foundation” or the “Sponsor” either party may resort to any and all remedies available at law or equity for breach of contract including direct and consequential damages, and specific performance. In the event either party is required to resort to available legal remedies to secure the benefits of the agreement, the prevailing party in such matter shall be entitled to recover, in addition to its damages, its reasonable attorney fees, costs and expenses of procuring such remedy.**

**11. This agreement may be extended, modified, or rescinded only by subsequent written agreement of the parties. This agreement shall become effective upon the date of the execution by the parties.**

\_\_\_\_\_  
**Sponsor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Brooke County Veterans Memorial Park  
Foundation Inc.**

\_\_\_\_\_  
**Date**