



The Township of Schreiber Memorial Bench Program

Updated 2023-03-31

Date (YYYY-MM-DD): _____

Purchaser's Information

NAME	
ADDRESS	
BOX NUMBER	
PHONE NUMBER	
EMAIL	

BENCH with plaque \$1,600.00 + HST contract fee

PICNIC TABLE with plaque \$2,200.00 + HST contract fee

CHAIR with plaque \$1,000.00 + HST contract fee

Plaque Inscription

Preferred Bench/Picnic Table/Chair Location

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Installation Date: (to be filled by staff) _____

Renewal Date: (to be filled by staff) YYYY-MM-DD

TEN (10) YEAR CONTRACT: Full payment is to be submitted with a completed application form to the Township of Schreiber. Payment of the contract fee covers the first ten (10) years of the contract term, plus a personalized engraved plaque from installation date.

RENEWAL FEE: This Contract may be renewed for a fee of \$400 plus applicable taxes every ten (10) years from installation date.

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Fax 807-824-3231
Visit us @ www.schreiber.ca

1. Program Intent

- 1.1. To provide an opportunity for a Purchaser to place a customized plaque on a bench, picnic table, or chair in memory of a friend or family member.
- 1.2. “Memorial Bench” refers to a bench, picnic table or chair on which a customized plaque is installed under this program.

2. Location & Installation

- 2.1. Corporation of the Township of Schreiber (Township) staff will work with the Purchaser to select a location that meets the Purchaser’s needs as well as the Township’s needs. Memorial benches can be ordered by the Township throughout the year. Plaques are typically installed eight to twelve (8-12) weeks following the placement of an order. During winter months access to some locations may not be possible so the installation may be delayed.
- 2.2. Only existing benches, picnic tables, and chairs are available. Cemetery locations are not available for placement.
- 2.3. The Township reserves the right to temporarily move or permanently relocate a memorial bench at any time at its absolute discretion.

3. Ownership

- 3.1. Benches, picnic tables, and chairs are the property of the Township, and will be purchased by the Township.
- 3.2. Plaques affixed to the bench, picnic table or chair are the property of the Purchaser after full payment is submitted by the Purchaser under this program.

4. Maintenance, Repairs & Vandalism

- 4.1. The Township reserves the right to determine the level of maintenance required on memorial benches.
- 4.2. The Township prohibits the resurfacing or repair of any memorial bench by any person other than municipal employees or agents as appointed by the Township.
- 4.3. Placement of memorial wreaths, flowers, or other items on or around the memorial bench is not permitted.
- 4.4. The Purchaser acknowledges that the memorial bench could be subject to vandalism. In the event the plaque affixed to the bench, picnic table, or chair is subject to vandalism, the replacement of the plaque is at the discretion and expense of the Purchaser.

5. Contract Term and Renewal

- 5.1. This contract shall last a term of ten (10) years initiating from the installation date of the Purchaser’s customized plaque on a bench, picnic table, or chair by the Township.
- 5.2. This Contract may be renewed for a fee of four hundred dollars (\$400.00) plus applicable taxes every ten (10) years from the installation date upon mutual consent from both Purchaser and Township.
- 5.3. Once the contract term has reached fruition, terminated, or not renewed, the Township will remove the Purchaser’s plaque from the bench, picnic table or chair and attempt to return this plaque to the Purchaser for their retention.

6. Termination

- 6.1. The Purchaser may terminate this Contract at any time and for any reason.
- 6.2. The Township reserves the right to terminate this Contract at any time and for any reason.
- 6.3. The contract fee shall be non-refundable upon the termination of this Contract by the Purchaser in the first ten (10) years of the Contract.
- 6.4. Upon termination of this Contract by the Township in the first ten (10) years of the Contract, there shall be an appropriate proration of the contract fee based on the number of months that the Contract was in effect during such months over the ten (10) year term.
- 6.5. Upon termination of this Contract by the Purchaser after the first ten (10) years of the Contract, there shall be an appropriate proration of the renewal fee based on the number of months that the Contract was in effect during such months over the ten (10) year renewal term.
- 6.6. Upon termination of this Contract by the Township after the first ten (10) years of the Contract, there shall be an appropriate proration of the renewal fee based on the number of months that the Contract was in effect during such months over the ten (10) year renewal term.

7. Force Majeure

- 7.1. The Township does not accept liability or pay compensation for any loss, damage or expense where the performance of its service is prevented or affected by reason of force majeure. Force Majeure means any event which the Township could not, even with all due care, foresee or avoid such as war or threat of war, riots, civil strife, terrorist activity, industrial action, natural or nuclear disaster, fire, adverse weather conditions, closure of airports or ports, technical problems with transport, governmental action and all other similar events.

8. Indemnification

- 8.1. The Purchaser agrees to indemnify the Township and each of their respective officers, directors, employees and agents from and against any claim, cause of action or demand, including without limitation reasonable legal and accounting fees in any action filed or commenced by any third party against the Township as a result of (i) the breach of this Contract or the documents made part of this Contract by reference, (ii) the violation of any law or the rights of a third party or (iii) the use of our facilities.

9. Contact Information

- 9.1. If there are any questions or concerns about these terms or if further assistance is required, contact info@schreiber.ca. Questions or concerns will be responded to promptly after we receive them.

Purchaser’s Signature

Date