

Commemorative Bench Reservation and Agreement

The Buffalo Zoo invites guests to honor family members and fellow residents through the placing of a commemorative Bench along the pathways at the Zoo. This following is intended to clarify the terms, conditions, and requirements for this method of remembrance.

Supporter Information	
First Name:	
Last Name:	
Address:	City:
State: Zip: Phone:	
Email:	
Name of Person(s) Being Recognized:	
Commemorative Bench Location and Inscription	Details
Desired Zoo Location: Location is based on availability and is not guaran	
Please print the inscription you wish to have on the are limited to three (3) lines and 40 total charact	ers (spaces included in character count).
Payment Information:	
Value: \$5,000 per Bench with plaque	
Select Payment Method (Please Circle): VISA N	IASTERCARD AMEX DISCOVER CHECK
Credit Card Number:	Exp. Date:
Signature of Cardholder:	CID:



Commemorative Bench Reservation and Agreement

Commemorative Bench Agreement, Terms, and Conditions

- 1. The Buffalo Zoo reserves the right to select the location of the Bench. The Buffalo Zoo will work with the Supporter to find a mutually agreeable location when applicable.
- 2. Commemorative Benches are typically placed in the spring or fall or as weather permits. Benches are placed within 45 days of receipt of the signed Agreement and payment.
- 3. Supporter agrees to provide the Buffalo Zoo the sum of \$5,000. The payment shall be applied to the purchase of a commemorative Bench, memorial plaque inscription, installation, and maintenance. The payment amount may be updated periodically to keep pace with inflation and to cover actual maintenance and repair costs.
- 4. The Buffalo Zoo agrees to purchase and install the Bench and plaque to the standards of the Buffalo Zoo. If the Bench or plaque is damaged or stolen during this 10-year period, the Zoo will repair or replace at no additional cost to Supporter.
- 5. Commemorative plaques installed on Benches must be for an individual or purpose that is non-controversial with text that is appropriate for display in a public place and approved by the Zoo. Text that in any way markets a product or service shall not be permitted. The Buffalo Zoo reserves the right to approve, deny or suggest modifications to the text.
- 6. Benches may be dedicated for a 10-year-period. Each additional period of 10 years requires an additional payment. In the ninth year, a notice will be sent to the Supporter at the address provided in the Agreement. The Supporter will be informed of the expiration date and the renewal procedure. If the Supporter does not respond by the end of the tenth year or the letter is returned, the plaque will be removed and stored at the Buffalo Zoo for one year. If the Supporter contacts the Zoo after the 10-year period has expired, and the plaque has been removed, the Zoo will have no obligation to honor the Bench as a memorial. The plaque will be mailed to the Supporter.
- 7. It is the Supporter's responsibility to notify the Buffalo Zoo of current contact information (i.e., change of address, phone, or email) during the 10-year Agreement period.
- 8. Those who have dedicated a Bench in the past have the right of first refusal to renew the dedication. Should the Supporter want to extend the term for the memorial Bench and the Bench site is still available, or the Agreement has not yet expired they will be required to initiate a new Agreement. The cost to the Supporter for this second term will be offered at 15 percent discount of the current rate.
- 9. Bench styles vary, based on the style in use when the Bench is initially installed. The Buffalo Zoo reserves the right to select Bench styles as appropriate for use. A Bench may be updated to a new style during the dedication period. Relocation or replacement of Benches may occur during the dedication period. If necessary, dedication plaques will be moved to the new Bench (at the same or best alternative location) by the Buffalo Zoo.

- 10. Supporter shall acquire no right, title, or interest in the Bench and plaque beyond that expressly identified in this Agreement. Supporter acknowledges and understands that the Bench will be open and available for general use by Zoo guests in a manner consistent with Zoo guest rules and regulations.
- 11. The Buffalo Zoo is not responsible for hosting or assisting with any arrangements for or the planning of any memorial or commemorative event or service on site. Any unveiling or commemorative service is the responsibility of the purchasing party including price of entry, food, etc. Group rates are available for parties wishing to access the Zoo during normal business hours. Tickets can be purchased online or at the front gate; for group rates, please call 716-837-3900 for assistance.
- 12. The following items are not permissible at bench locations or on Zoo grounds: flowers, loose or bouquet, music, alcohol, and balloons. Benches may not be covered or blocked by anything that would otherwise block a guest from accessing the bench including any coverings for the purpose of the act of unveiling, ribbons, strings, stanchions, etc.
- 13. Any dispute regarding this Agreement or the operation of the Commemorative Bench Program will be resolved at the sole discretion of the Buffalo Zoo. Any other appeal or complaint process, whether in court or otherwise, is expressly waived by Supporter.
- 14. Supporter expressly agrees that except as set forth in writing in this Agreement, there are no other obligations or duties on the part of the Buffalo Zoo with respect to the Bench or plaque.

Supporter must read the terms and conditions listed above.

By signing below, the applicant understands and accepts the terms stated herein.

Signature:	Date:

Please return to:

Buffalo Zoo Development Department 300 Parkside Avenue, Buffalo, NY 14214 Phone: 716-837-3900

Fax: 716-833-3743