

**EAST LYME PUBLIC TRUST FOUNDATION, INC.  
NIANTIC BAY OVERLOOK**

The East Lyme Public Trust Foundation Inc. is offering you a unique way to become a part of the Niantic Bay Overlook. You have the opportunity to support a part of the Town's history, and at the same time, you have the ability to remember someone special.

You have the opportunity to sponsor a board to be used as part of the Overlook. You may sponsor for a tax-deductible contribution of \$100.00 per board. Your board will be marked with an engraved plaque. You may sponsor the plaque for yourself, a friend, family member or a business. What a great gift to honor someone.

Your sponsorship of a board is subject to the terms and conditions contained on Page 2 of this application form.

If you plan on ordering more than one board, you must fill out a form for each board you wish to sponsor.

If you have any questions please call 860-739-6667. Please make checks payable to the  
East Lyme Public Trust Foundation, Inc.

Please mail the completed form to:

Bill Rinoski  
77 Corey Lane  
Niantic, CT 06357

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**Name of Sponsor** \_\_\_\_\_ **Date** \_\_\_\_\_

**Address** \_\_\_\_\_

**City/Town** \_\_\_\_\_

**State/Zip Code** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**I would like to Sponsor a board on the Boardwalk for \$100.00, and I agree to the terms and conditions specified on Page 2 of this agreement.** Board Number \_\_\_\_\_ (For Office Use only)

**Signature** \_\_\_\_\_

Your engraved plaque will have two lines of twenty characters each, including spaces. Please fill in below exactly how you would like each line engraved:

**First Line:**

**Second Line:**

The East Lyme Public Trust Foundation, Inc. is a not-for-profit corporation. Your donation is tax deductible.

## NIANTIC BAY OVERLOOK "BOARD" OR "BENCH" APPLICATION AGREEMENT

To apply to sponsor a Niantic Bay Overlook Board or Bench, please read each of the terms and conditions listed below, accurately complete the reverse side of this application and return with the sponsorship fee.

1. The East Lyme Public Trust Foundation Inc. reserves the right in its sole discretion to deny any application to sponsor a board or bench and return or refund any sponsorship fee. If this application is accepted, the East Lyme Public Trust Foundation, Inc. will arrange for the inscription on the reverse side of this application to be placed on the board or bench. This application shall only be considered accepted and an agreement if and when the board or bench is installed.
2. Any party or parties who apply to sponsor a board or bench are individually and collectively referred to in this agreement as a "Sponsor." Sponsor shall have no control over the location of the board or bench or its date of installation.
3. As the East Lyme Public Trust Foundation, Inc. may be ever changing, Sponsor agrees that the board or bench and/or the Overlook may be temporarily closed, access to the Overlook may be restricted, and/or construction of the walkway may be discontinued, all without liability to the Sponsor.
4. Sponsor shall have no control over the design, format, material, appearance, construction, manufacture, installation, maintenance, repair, admission or access to, or operation of the board, bench or the Overlook. Sponsor recognizes that the board or bench may chip, crack, wear or otherwise become damaged due to any cause. Sponsor will not have any right to require that the board, bench and/or the Overlook be maintained, repaired, replaced, removed or relocated.
5. The East Lyme Public Trust Foundation, Inc., its affiliates and/or assignees may photograph, tape, illustrate or film the board or bench with name(s) contained in the inscription on the reverse side and use the same in any promotional, marketing, publicity or advertising materials, or in any other manner whatsoever, without the consent of, or payment of any compensation to, Sponsor, or any other individual or individuals whose name(s) are on the board or bench.
6. Sponsor may acquire no right under this agreement to use, and Sponsor shall not use, the name of the East Lyme Public Trust Foundation, Inc. or its affiliates, or any trademarks, fanciful characters or designs of the East Lyme Public Trust Foundation, Inc., or its affiliates, in any other manner whatsoever.
7. Neither this agreement nor the installation of the board or bench entitles Sponsor to (a) any ownership interest in the board, bench or the Niantic Bay Overlook or any part thereof or (b) any right, title or interest in or to any real estate or other property.
8. The East Lyme Public Trust Foundation, Inc. reserves the right in its sole discretion to change any or all of the agreement terms and conditions for future sponsors of boards or benches.
9. If Sponsor has included in the inscription on the reverse side, the names of an individual, or individuals who did not sign this agreement: (a) Sponsor warrants and represents that he or she is authorized to do so; (b) Sponsor agrees that Sponsor will be solely responsible for and will indemnify and hold the East Lyme Public Trust Foundation Inc., its affiliates and assignees harmless against any claims or causes of action of any nature by or on behalf of said individual or individuals relating to the board or bench, including without limitation, the use of any name(s) on the board or bench as permitted by paragraph 5 of this agreement; and (c) Sponsor agrees that the board or bench may be permanently removed in the sole discretion of the East Lyme Public Trust Foundation, Inc. its successors and assignees, if at any time an individual who did not sign this agreement requests to have his or her name removed from the board or bench and that Sponsor shall not have any right to any refund or compensation, or any other right or remedy. Any individual or individuals who did not sign this agreement shall have no rights under this agreement and shall not be third party beneficiaries under this agreement.
10. This agreement constitutes the entire agreement between Sponsor and the East Lyme Public Trust Foundation, Inc., supersedes any prior representations regarding the Sponsor's sponsorship, may not be modified orally, and is governed by Connecticut law.