

## **DONATION AGREEMENT**

### **CASH DONATION**

**BY**

**WEATHERFORD LIBRARY FOUNDATION, INC.**

**TO**

**CITY OF WEATHERFORD, TEXAS**

The City of Weatherford, hereinafter referred to as “Donee,” agrees to accept and The Weatherford Library Foundation, Inc., hereinafter referred to as “Donor,” agrees to convey the sum of \$25,000 as a cash donation, hereinafter referred to as “Donation,” upon the following terms and conditions:

- 1) Donee will deposit Donation into the Library Special Revenue Fund and funds will be earmarked for use toward a needs assessment study for the library facilities.
- 2) Donor will have input into the Request for Proposal (RFP) to be prepared for the needs assessment study by having two members on the committee drafting and evaluating the RFP.
- 3) Donor will have representation on a capital projects committee in the event the needs assessment study finds the need for renovation or expansion of the library facilities, or the need for any new library facility construction.
- 4) In the event that funds remain after completing the needs assessment study, those funds shall be retained by Donee and used in support of Weatherford Public Library services, programs, and/or facilities only.

**Parties.** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Donee and Donor and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

**Execution.** This offer shall become a binding contract when signed by both Donee and Donor as indicated below and approved by the Donee’s City Council. Parties represent that they have taken all steps required by law or otherwise necessary to enter into this transaction and that the individuals executing this agreement and such other documents as may be necessary to effectuate any transactions contemplated by this agreement, have been granted full authority to do so by their respective organizations, and that his or her signature is fully sufficient to bind their respective organization, except that the Donee’s obligations herein are subject to approval of its City Council. This contract is executed in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party.

**Relationship of the Parties.** Notwithstanding any provision to the contrary in this Donation Agreement, the parties agree that their relationship with respect to the gift contemplated herein is one of donor and donee only, and no provision of this Donation Agreement shall be construed to create any other type of status or relationship between the parties with respect to such gift.

**Severability.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Donation Agreement, but this Donation Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

**Waiver.** The failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Donation Agreement, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and effect. The continued performance by either party of this Donation Agreement with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof, shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by such party.

Nothing herein shall be considered a waiver of any right, protection or immunity of either Party hereto granted by the laws of the State of Texas, or any other statute, law or regulation and each Party hereto expressly reserves all such rights, protection and immunity.

**Notices.** All notices required to be given in writing under the terms of this Agreement shall be forwarded via the United States Postal Service by certified mail, return receipt requested, with proper postage affixed and addressed to the other Party as follows:

**To Donee at:**

City of Weatherford  
Attn: City Manager  
P.O. Box 255  
Weatherford, TX 76086

**To Donor at:**

Weatherford Library Foundation, Inc.

Attn: \_\_\_\_\_

\_\_\_\_\_

**Entire Agreement.** This Agreement, together with all exhibits attached hereto and made part hereof or referred to and incorporated by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior or contemporaneous understandings, communications or representations, whether oral or written, regarding the subject matter of this Agreement.

**Further Assurances.** Either party, upon the request of the other party, shall execute and deliver such further documents and instruments as such other party may reasonably deem appropriate to carry out the terms and conditions of this Donation Agreement, provided that such further documents and instruments are consistent with the terms and conditions of this Donation Agreement.

**Survival.** All agreements, representations, warranties and indemnifications hereunder shall be considered to have been relied upon and shall survive the execution and delivery of this Donation Agreement and the conveyance of the Donation being conveyed hereunder.

**Amendments.** No amendments or modifications of any kind to this Agreement shall be effective or binding on either Party unless the amendment or modification is in writing and duly executed by both Parties.

**Headings.** The headings in this Donation Agreement are for the purposes of reference only and shall not affect or define the meanings hereof.

**Applicable Law and Binding Effect.** This Agreement is subject to all applicable laws of the federal government and the State of Texas. This Agreement is performable in Parker County, Texas. Applicable law for any legal disputes arising out of this Agreement shall be law of the State of Texas and venue for any such legal disputes shall be in a court of competent jurisdiction in Parker County, Texas.

Subject to all conditions precedent set forth above, this Agreement is EXECUTED and EFFECTIVE as of the last date of the respective signatories below:

**CITY OF WEATHERFORD**

**By:** \_\_\_\_\_  
Sharon Hayes City Manager  
City of Weatherford

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

**WEATHERFORD LIBRARY  
FOUNDATION, INC.**

**By:** \_\_\_\_\_  
President  
Weatherford Library Foundation, Inc.

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

**ATTEST:**

\_\_\_\_\_  
Malinda Nowell, TRMC, City Secretary  
City of Weatherford