

EXHIBIT A – SAMPLE DONATION ACCEPTANCE AGREEMENT



DONATION ACCEPTANCE AGREEMENT

This Donation Acceptance Agreement (the “Agreement”) is made this ___ day of _____, 2019 by and between the City of Belle Isle, a Florida municipal corporation whose mailing address is 1600 Nela Avenue, Belle Isle, FL 32809 (the “City”), and Holly Borrowski, whose mailing address is 2400 HOFFNER AVE (the “Donor”). The parties hereby agree as follows:

1. **Donation.** Donor wishes to donate certain property or funds to the City, described as follows: 50 CASES (600 BOTTLES) WHITE WINE (the “Donation Property”). To the extent that the Donation is non-monetary, Donor’s estimate of its current value is: \$ 7,800.⁰⁰.

2. **Intended Use.** It is the intent of the parties that the Donation Property be used by the City for the following purpose: CENTENNIAL EVENT, DONOR APPRECIATION, MISC. EVENTS (the “Intended Use”). Donor acknowledges that the City’s use of the Donation Property for the Intended Use may be contingent upon various factors including but not limited to budgeted funds, continuation of certain City programs or facilities, City plans, and other matters. The City’s failure to use the Donation Property for the Intended Use for any reason shall not constitute a breach of this Agreement nor entitle Donor to return of the Donation Property.

3. **Acceptance and Delivery.** Upon execution of this Agreement by both parties (the “Effective Date”), the City hereby accepts and the Donor relinquishes all claims to and rights in the Donation Property. Donor shall take any and all additional actions necessary to deliver the Donation Property to the City, to relinquish any of Donor’s claims and rights in the Donation Property, and to transfer ownership of the Donation Property to the City.

4. **Donor’s Representations.** Donor hereby represents and warrants that Donor is the lawful owner of the Donation Property with full authority to donate the Donation Property to the City as provided in this Agreement. Donor further represents and warrants that all statements and assertions made by Donor to the City in this Agreement and otherwise in relation to the Donation Property are true and accurate to the best of Donor’s knowledge.

5. **Indemnification.** Donor hereby indemnifies and holds harmless the City and its elected and appointed officials, employees, and agents, from and against any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs, and other liabilities, including without limitation litigation costs and attorney’s fees for trials and appeals, claimed or asserted by or on behalf of any person who is the actual owner or co-owner of the Donation Property at the time this Agreement is executed. This paragraph shall survive termination, expiration, and completion of this Agreement.

6. **Sovereign Immunity.** Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its sovereign immunity protections or of any other privilege, immunity or defense afforded to it or any of its officials, employees and agents under the Constitution and laws of the State of Florida.

7. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all previous promises, negotiations, representations, and statements with respect to its subject matter. This Agreement may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

8. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the parties hereto, and their respective successors in interest and title. No right or cause of action shall accrue under or by reason of this Agreement to or for the benefit of any third party. Nothing contained in this Agreement, whether expressed or implied, is intended, nor shall be construed, to confer upon or give to any person or entity not a party hereto any right, remedy or claim under or by reason of this Agreement or any particular term, provision or condition of this Agreement other than the parties hereto and their respective successors in interest and title.

9. **Governing Law; Venue.** This Agreement is governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in Orange County, Florida.

10. **Severability.** If any particular term, provision or condition of this Agreement, the deletion of which would not adversely affect the receipt of any of the material benefit of this Agreement by either party hereto or substantially increase the burden of this Agreement upon either party hereto, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remaining terms, provisions and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the Effective Date.

CITY OF BELLE ISLE



Signature

Rick Rudometkin

Print Name

CITY MANAGER

Position

6/20/24

Date

DONOR: Holly Bobrowski



Signature

Holly B Bobrowski

Print Name

RESIDENT

Position/Title (If Donor is an entity)

6-20-2024

Date

EXHIBIT B – SAMPLE DONATION RECEIPT



City of Belle Isle Donation Receipt

This is to confirm that on 6-20-2024 [insert date] the City of Belle Isle received from

Holly B. Borzowski - 240 Hoffner Ave Belle Isle, FL [insert donor name and address]:

a monetary contribution of \$ _____

a non-monetary contribution consisting of [describe goods, services, property, securities, etc.]:

600 BOTTLES (50 CASES) WHITE WINE

No goods or services were provided by the City of Belle Isle in return for the contribution.

The city sincerely appreciates your donation.

A handwritten signature in blue ink, appearing to read "Rick J Rudometkin", written over a horizontal line.

Rick J Rudometkin
City Manager
City of Belle Isle