



**Memorandum of Understanding and Release  
And  
Covenant Not to Sue**

**Rotary Club of Westfield, Inc. ("Rotary")**

Whereas, Rotary is a service organization dedicated to service above self for the benefit of the community, and

Whereas, its members support in general the number of projects that are organized and maintained for the benefit of the community, and

Whereas, Rotary organizes and conducts many fund raising events in its own right for above said projects, and

Whereas, Rotary is anxious to make the benefit of advertising available to other service organizations in its jurisdiction.

Now therefore, Rotary and hereinafter "User" do in consideration of the mutual covenants and representations made herein, agree as follows:

1. Any group seeking to publicize an event may obtain, complete and file with Rotary, a Request to Use Rotary Display Signs.
2. After receipt of such a Request Rotary will either grant such request or deny such request. Rotary will tend to approve non-profit, civic minded groups, and Rotary retains the right to refuse any group request for any number of reasons, including but not limited to, objections as to the type fundraiser or to the group itself.
3. User after receiving approval for its Request to Use the Rotary Display Signs (see attached form) will have the license to use same not earlier than three (3) weeks prior to its event. User shall remove its advertisement and return the box of letters and the key to the display sign to Rotary, in as good a condition as same existed immediately prior to delivery to User, reasonable wear and use only excepted no later than five (5) days after the event.
4. The four (4) Rotary display signs and their location are currently listed on the Request to use Rotary Display Signs.
5. The Request to Use Rotary Display Signs will not be effective until User Pays Five Hundred and 00/100 (\$500.00) Dollars to Rotary to be held as security. This security will be returned to User as soon as User returns the key and box of letters in accordance with item3.
6. User will be responsible for the cost of replacing any lost keys and/or letters and/or damage to the letters. In this situation the check will be deposited; balance after payment for letters and/or keys will be remitted to organization.
7. User will be required to execute documents in the nature of Inventory, Release and Covenants not to Sue which must be executed by the User's President and Treasurer.
8. Rotary will always retain a priority on all its signs for its own Events. Thereafter Rotary will make space available as its schedule permits on a first time request basis as to all applicants; provided however the following organization will be given priority over all others, save Rotary, on a first in time, first in right request basis.
  - Kiwanis International
  - Marine Corps League
  - Westfield Children's Museum
  - American Legion Post 124
  - Mount Moriah Lodge
  - City of Westfield
9. Rotary retains the right in the event of an emergency to remove signs and letters.

Name of Organization Using Rotary Signs: \_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Rotary – member



**Rotary Club of Westfield**

**Display Sign Request**

The Rotary Club of Westfield (Rotary) has four display signs located:

- Route 20 (across from Salvation Army – Main Street)
- Route 10 & 202 (bottom of Clay Hill)
- Route 20 (entering Westfield from Russell)
- Route 10 & 202 (entering Westfield from Southwick)

Rotary will reserve the space on a priority basis for their own fundraising functions and those fundraising functions held by the associations and groups listed on the signs:

- Kiwanis International
- Westfield Children’s Museum
- Mount Moriah Lodge
- Marine Corps League
- American Legion Post 124
- City of Westfield

The Rotary Club will allow other non-profit, civic minded groups to display their fund raising activities on these signs, on an as needed basis. The organization requesting sign space will agree to the following:

1. Present a \$500.00 check as deposit for the use of the letters and access to the key  
*The check will not be cashed unless the box of letters and the key is not returned in accordance with the terms of the agreement.*
2. Place their advertisement three (3) weeks prior to the event.
3. Take down their advertisement no later than five (5) days after the event.
4. Upon satisfactory return of the box of letters and key, the \$500 check will be returned.
5. In the event that letters are lost and/or damaged the organization will reimburse Rotary for their replacement.

The organization requesting the use of the signs will agree to hold Rotary harmless.

**Request for use of Signs by:**

\_\_\_\_\_  
**Name of Organization**

\_\_\_\_\_  
**Type of Event**

\_\_\_\_\_  
**For the Benefit of**

\_\_\_\_\_  
**Date(s) of Event**

**Verbiage to be placed on signs: (four lines, max letters per line = 25)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please submit request to:**

**Rotary Club of Westfield  
PO Box 754  
Westfield MA 01086**

**Upon approval, a Memorandum of Understanding and Release will be executed between named organization and the Rotary Club of Westfield.**