



P.O. Box 429  
577 Bay Road  
Hamilton, MA 01936

Phone  
Fax  
Web site

(978) 468-5572  
(978) 468-5582  
<http://www.hamiltonma.gov>

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TOWN OF HAMILTON

GIFT ACCEPTANCE AGREEMENT

Date of agreement: \_\_\_\_\_

Gift received date: \_\_\_\_\_

Town Department to receive gift, otherwise general gift: **Hamilton DPW, Hamilton Wenham Recreation Department**

Form completed by (print name): Phil Tocci

Donor's name: **Phil Tocci – Hamilton Wenham Regional High School Baseball Boosters**

Donor's address: \_\_\_\_\_  
\_\_\_\_\_

General Description of gift (choose from below as applicable)

Cash: \_\_\_\_\_ Securities: \_\_\_\_\_ Tangible property (describe): **Baseball Scoreboard**

Real property (attach description) \_\_\_\_\_

Other (please describe) \_\_\_\_\_  
\_\_\_\_\_

Value of gift: **\$2,500 (includes install)**

Source of valuation, if applicable (appraisal etc.): \_\_\_\_\_

Gift made in memoriam? (if yes, specify) \_\_\_\_\_  
\_\_\_\_\_

Purpose of gift, including whether donation to new or existing fund:

**Scoreboard at the Large Baseball Diamond at Patton Park for use by the High School Baseball Team, Senior Babe Ruth, and ITL**

Restrictions on gift? (if yes, specify and attach written statement of restrictions from donor) \_\_\_\_\_

If gift of tangible or real property, please specify following:

Condition of gift: \_\_\_\_\_ New \_\_\_\_\_ **Good** \_\_\_\_\_ Poor \_\_\_\_\_ Unknown \_\_\_\_\_ N/A

Please describe if necessary: **Used Scoreboard**

Special storage requirements? (if yes, explain) \_\_\_\_\_

\_\_\_\_\_

Hazardous concerns? (if yes, explain) \_\_\_\_\_

\_\_\_\_\_

Delivery concerns? (if yes, explain) \_\_\_\_\_

\_\_\_\_\_

Other comments on gift: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### MISCELLANEOUS PROVISIONS

A. Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the law of the Commonwealth of Massachusetts, without regard to choice-of-law principles. The parties agree that any controversy relating to this Agreement will be resolved by courts in the Commonwealth of Massachusetts, and the parties expressly agree to the jurisdiction of those courts.

B. Binding Effect. This Agreement will be binding upon the Donor and the Town of Hamilton and their respective heirs, executors, administrators, successors and assigns.

C. Entire Agreement; Modification. This Agreement constitutes the entire agreement of the Donor and the Town of Hamilton, and supersedes all other oral or written communications, representations, understandings or agreements by or among the parties, with respect to the Donor's gift as specified above. This Agreement may be modified only by written agreement signed by all parties.

D. Notice. All notices relating to this Agreement are to be in writing addressed to the receiving party's address as set forth in this Agreement or to such other address as a party may designate by notice hereunder and are to be delivered by hand, by registered or certified mail, return receipt requested, postage prepaid, or by express courier service.

E. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision hereof.

This Agreement will be effective as an agreement under seal as of the \_\_\_\_\_ date of \_\_\_\_\_, \_\_\_\_\_, when accepted as indicated below by the Donor and the Town.

\_\_\_\_\_  
Signature of town official

Print name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Donor

Print name: \_\_\_\_\_

Title: \_\_\_\_\_