

**DONATION AGREEMENT**

This Donation Agreement (the "Agreement") is made and entered into as of the date of the last signature below, by and between Tap Water Watch ("Donor"), a corporation with principal offices at 5555 SMU Boulevard, Dallas, TX 75206 and \_\_\_\_\_ ("Donee"), with offices at \_\_\_\_\_.

WHEREAS, Donor wishes to donate a new Elkay EZH20 Bottle Filling Station (Model #: LZSG8WSLK) as set forth in **Exhibit A** (the "Bottle Filling Station") to Donee for student, staff and public use; and

WHEREAS, Donee agrees to operate and maintain the Bottle Filling Station in accordance with the terms and conditions provided herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties hereby agree as follows:

1. Donor agrees to donate and Donee agrees to take possession of the Bottle Filling Station "AS IS" and in its present condition without any representations or warranties, express or implied, including the implied warranties of fitness for a particular purpose or merchantability. Donee acknowledges that Donor has made no statements or representations inconsistent with the transfer of the Bottle Filling Station on an "AS IS" basis and that Donee shall receive all rights, title and interest in the Bottle Filling Stations.

2. Donee represents and warrants that it is an educational institution registered with the state of \_\_\_\_\_.  
(initial all that apply)

Public High School \_\_\_\_\_

Private High School \_\_\_\_\_

Private School with High School Students \_\_\_\_\_

If Private:

- Not-for-Profit \_\_\_\_\_
- For Profit \_\_\_\_\_

3. Donee, at its sole cost and expense, shall install the Bottle Filling Station within 30 days of receipt in a high traffic area of the school where high school students are prevalent. Donee shall be responsible for the payment of any and all fees and permits required for installation.

4. Donee shall be responsible to own, operate, and maintain the Bottle Filling Station, including but not limited to all costs of water, electricity or repairs necessary for keeping the installed facilities in good working order.
5. Donee agrees to place a student-friendly display associated with the initiative “Water is COOL in School” and such other updated displays provided by Donor from time to time (the “Displays”) on the Bottle Filling Station. If a Display is damaged and/or removed from the Bottle Filling Station, Donee agrees to notify Donor to replace the Display.
6. Donee agrees to provide reasonable access the Bottle Filling Station during the Donee’s normal business hours, consistent with Donee’s practices and procedures governing access by the general public.
7. Should the Donee determine that the Bottle Filling Station is no longer needed, the Donee will provide the Donor with sixty (60) days’ prior written notice to elect return of the Bottle Filling Station to the Donor or to another school selected by the Donor at the expense of Donee.
8. The Donee agrees to participate in any requested media coverage regarding the donation of the Bottle Filling Station including press release, school newsletter and social media.
9. Donee agrees to indemnify and hold Donor, the United States Marine Corp, and their officers, directors, employees and agents harmless from and against any and all claims, causes of action, judgments, settlements, or costs of any nature which arise out of or in connection with the Bottle Filling Station in any manner whatsoever.
10. This Agreement contains the entire agreement of the parties with respect to its subject matter hereof and supersede all prior written or oral agreements.
11. No amendment, modification or termination of this Agreement shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.
12. Donee may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Donor.
13. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.
14. This Agreement shall be governed by the laws of the State of Texas without regard to provisions regarding conflicts of law.

IN WITNESS WHEREOF, the parties have signed and thereby caused this Agreement to be duly executed effective as of the written date below.

**DONOR:**

**DONEE:**

**TAP WATER WATCH**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Scott Nelson, President

Name: \_\_\_\_\_

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

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

**Exhibit A**  
Bottle Filling Station

