

GIFT AGREEMENT

This Gift Agreement ("Agreement"), effective as of September ^{20th}, 2017, is made and entered into by and between **NEW ENGLAND PATRIOTS CHARITABLE FUND, INC.** ("NEPCI"), One Patriot Place, Foxborough, MA 02035 ("Donors") and the **CITY OF CENTRAL FALLS**, 580 Broad Street, Central Falls, RI 02863 and the **CITY OF CENTRAL FALLS PARKS AND RECREATION DEPARTMENT**, 1280 High Street, Central Falls, RI 02863 ("Grantees"). Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

RECITALS

Donors wish to make a charitable gift, subject to the terms and conditions set forth in this Agreement, of a new playground and improvements to Higginson Park located at 16 Higginson Avenue, Central Falls, Rhode Island ("Higginson Park") to Grantees for the use and benefit of the City of Central Falls Parks and Recreation Department, the City of Central Falls, and the residents of the City of Central Falls.

Grantees desire to accept such gift, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. **Gift.** Donors hereby pledge to Grantees the following gift:
 - a. A donation (with an estimated value in excess of \$150,000) of certain playground equipment and certain installation services by the New England Patriots Charitable Foundation, Inc. for improvements to Higginson Park;
 - b. The donation of site preparation services at Higginson Park by Site Contractor and
 - c. The donation of engineering and landscape services at Higginson Park by Engineer
2. **Use of the Gift.** The Gift shall be used to make improvements to and install a new playground at Higginson Park for the recreational use of City of Central Falls residents and members of the public.
3. **Acceptance of Gift.** Upon completion of the new playground, Grantees agree to assume full ownership of the playground equipment.
4. **License to Enter Site.** Grantees grant each Donor and its employees, agents, members and contractors, a nonexclusive license to enter Higginson Park for the purposes of performing the scope of services being provided by each Donor as described in Section 1 of this Agreement.
5. **Acknowledgment.** Donors shall be entitled, subject to applicable law and reasonable discretion of Grantees, to place and maintain in a visible location at Higginson Park, a plaque, sign or other designation identifying its gift.
6. **Indemnification.** Upon completion of the new playground, Grantees agree to assume full ownership of the playground equipment and to release and forever discharge NEPCF and all entities and persons associated and affiliated with NEPCF (including, but not limited to,

New England Patriots LLC, NPS LLC, Kraft Group LLC., and each of their respective officers, members, owners, employees, agents, and representatives) (together the "Released Parties") from any and all Claims (hereinafter defined) or liabilities pertaining to any and all injuries (including death) and/or damages Grantees and/or Grantees' property may sustain in connection with or resulting from the making of the Gift, the performance of the scope of services, or the use of said playground and/or any area of Higginson Park (the "Released Activities"), and will indemnify and hold each Donor harmless for any claims, costs, suits, demands, actions, liabilities, damages, causes of action or judgments ("Claims") arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the Released Activities, unless and solely to the extent that such Claims are found to be the result of willful, wanton, or reckless acts or omissions by the Donor who seeks release and indemnification pursuant to this provision. The parties agree that nothing contained in this Agreement is intended to or shall be construed as a waiver of any manufacturer warranties, express or implied. Each Donor agrees to indemnify and hold Grantees and each other Donor harmless for any Claims arising directly from any negligent acts, errors, or omissions by such Donor and/or willful, wanton, or reckless misconduct by such Donor while performing the scope of services being provided by said Donor as part of the playground installation and improvements to Higginson Park.

7. **Publicity.** The term "NEPCF Marks" shall mean all trademarks, service marks, and logos owned or licensed by NEPCF as specified by NEPCF from time to time. For purposes of publicizing the Gift, the parties will have the reciprocal right, without charge, to use the names, likenesses, and images of the Gift, Grantees, and Donors (including the NEPCF Marks) in photographic, audiovisual, digital or any other form of medium and to use, reproduce, distribute, exhibit, and publish in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing the Gift for all relevant, applicable purposes and activities. None of the Donors or the Grantees shall display, disseminate, publish, or promote any content or material (in photographic, audiovisual, digital or any other form of medium) bearing or containing NEPCF Marks, or allow its marks to be associated with any NEPCF Marks without first obtaining the written approval of NEPCF, which approval shall not be unreasonably withheld. The Grantees and Donors hereby acknowledge and recognize NEPCF's (or its licensors') exclusive worldwide ownership of, and/or rights to, the NEPCF Marks and agree not to take any action inconsistent with such ownership and/or rights. Each of the Grantees and Donors acknowledges that its use of the NEPCF Marks pursuant to the Agreement and any goodwill established thereby shall inure to the sole benefit of NEPCF or licensors of NEPCF, as the case may be, and agrees not to take any action to dilute or otherwise damage the NEPCF Marks. Each of the Grantees and Donors further agrees that it will not do or cause to be done any act challenging, contesting, impairing or jeopardizing NEPCF's or its licensors' ownership of the NEPCF Marks or NEPCF's or its licensors' ownership of any other trademark, service mark, trade name, logo, slogan or other designation of origin used by such Donor or Grantee, in any jurisdiction, nor shall it assist or aid others in challenging, contesting, impairing, or jeopardizing NEPCF's or its licensors' ownership of the NEPCF Marks or other such marks. None of the Grantees and Donors shall (a) represent that it has any ownership interest in the NEPCF Marks or any registration thereof; (b) register, file or maintain any registration or application for registration thereof or derived therefrom or confusingly similar thereto, or (c) use, except as permitted herein, any trademark, service mark, Internet domain name, trade name or other identifier or device that

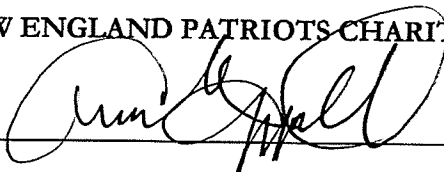
incorporates any NEPCF Mark, or any portion or variation thereof, or any mark derived therefrom or confusingly similar thereto, in any country, state, province or other location or its transliteration in any language. Each of the Grantees and Donors acknowledges that, as between such Donor or Grantee and NEPCF, NEPCF has the right (but not the obligation) to prosecute and maintain any applications and/or registrations of the NEPCF Marks in its sole discretion.

8. **Authority.** Each signatory to this Agreement represents and warrants to the others that it has full power and authority, and has taken all necessary action, to authorize the execution, delivery and performance of this Agreement and to bind the respective parties for which they are signing.

AGREED AND ACCEPTED:

Donors:

NEW ENGLAND PATRIOTS CHARITABLE FUND, INC.

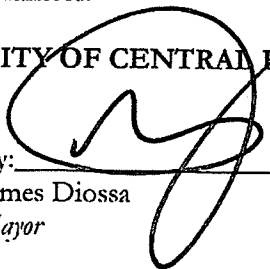
By:  Date: 3rd Oct, 2017

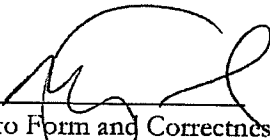
By: _____ Date: _____

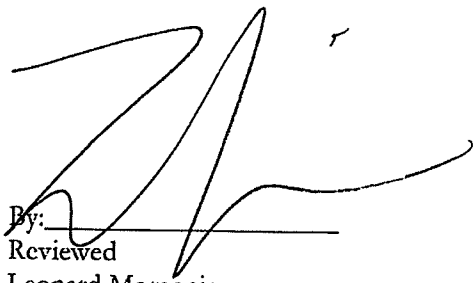
By: _____ Date: _____

Grantees:

CITY OF CENTRAL FALLS

By: 
James Diossa
Mayor

By: 
As to Form and Correctness
Matthew Jerzyk
City Solicitor

By: 
Reviewed
Leonard Morganis
Administrative and Finance Officer

Date: 9.26.17