

**GIFT AGREEMENT
BETWEEN
FRIENDS OF SOUTH HADLEY SENIORS INC AND
THE TOWN OF SOUTH HADLEY**

This Gift Agreement (the “Agreement”) is made this twelfth day of February 2026 by and between Friends of South Hadley Seniors Inc. (hereinafter referred to as “the Donor”), and the Town of South Hadley by its Selectboard (hereinafter referred to as the “Town” or “Donee”).

WHEREAS, Donee, plans for a capital project located at Buttery Brook Park and

WHEREAS, Donor is granting money to the Town for the purposes of the project as further described herein to benefit the residents of South Hadley; and

WHEREAS, the Town is in need of funding for the project;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises set forth below, the Parties agree as follows:

1. Donor Gift. The Donor hereby irrevocably grants to the Town a sum of money (the “Gift”) in the amount of \$20,000.00, which is to be used for renovation and construction of four pickleball courts located at Buttery Brook Park (the “Project”), except that if such Gift is not used for the Project, it shall be returned to the Donor. Donor represents and warrants that (i) it has the authority to grant said Gift; (ii) it understands that the Project cannot proceed or sign any contracts for any work to commence on the Project until the full amount of the Gift is provided to the Town; and (iii) that this agreement does not conflict with or infringe upon the rights of any third party.
2. Intent. It is the intent of the parties that this Agreement shall constitute a binding obligation on both parties and shall be enforceable at law and in equity. In exchange for the Gift provided, the Town agrees to carry out the project, in accordance with all applicable laws, rules and regulations, and per the project design contract with R. Levesque Associates, Inc and the associated project Spec and Bid documents.
3. Release. The Town does for itself, successors in interest and anyone claiming by or through her, forever unconditionally and irrevocably release, acquit, and discharge the Donor from any and all claims and causes of action, suits, obligations, promises, agreements, controversies, damages, debts, demands, liabilities, and losses of every kind, character, and nature including third-party claims for indemnity or contribution, against the Donor and any other claim or cause of action that the Town has ever had or now has, known or unknown, or that any person or entity claiming through any party may have or claim to have against the Donor with respect to the gift.

4. Project Control. The Gift does not guarantee or convey any rights to the Donor related to the design or control of the Project. The Town retains sole authority over the Project, unless otherwise stated herein.
5. Amendment. By mutual consent of the parties, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.
6. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the Commonwealth of Massachusetts. This Agreement supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

In witness whereof, the parties to this Agreement have affixed their signatures:

DONOR: Friends of South Hadley Seniors, INC

By: *Kimberly Poirer*
President

By: *Robert Kfana*
Treasurer

DONEE:

Town of South Hadley
By its Selectboard

**GIFT AGREEMENT
BETWEEN
FRIENDS OF BUTTERY BROOK PARK, INC AND
THE TOWN OF SOUTH HADLEY**

This Gift Agreement (the “Agreement”) is made this twelfth day of February 2026 by and between Friends of Buttery Brook Park Inc. (hereinafter referred to as “the Donor”), and the Town of South Hadley by its Selectboard (hereinafter referred to as the “Town” or “Donee”).

WHEREAS, Donee, plans for a capital project located at Buttery Brook Park and

WHEREAS, Donor is granting money to the Town for the purposes of the project as further described herein to benefit the residents of South Hadley; and

WHEREAS, the Town is in need of funding for the project;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises set forth below, the Parties agree as follows:

1. Donor Gift. The Donor hereby irrevocably grants to the Town a sum of money (the “Gift”) in the amount of \$106,480.00, which is to be used for renovation and construction of four pickleball courts located at Buttery Brook Park (the “Project”), except that if such Gift is not used for the Project, it shall be returned to the Donor. Donor represents and warrants that (i) it has the authority to grant said Gift; (ii) it understands that the Project cannot proceed or sign any contracts for any work to commence on the Project until the full amount of the Gift is provided to the Town; and (iii) that this agreement does not conflict with or infringe upon the rights of any third party.
2. Intent. It is the intent of the parties that this Agreement shall constitute a binding obligation on both parties and shall be enforceable at law and in equity. In exchange for the Gift provided, the Town agrees to carry out the project, in accordance with all applicable laws, rules and regulations, and per the project design contract with R. Levesque Associates, Inc and the associated project Spec and Bid documents.
3. Release. The Town does for itself, successors in interest and anyone claiming by or through her, forever unconditionally and irrevocably release, acquit, and discharge the Donor from any and all claims and causes of action, suits, obligations, promises, agreements, controversies, damages, debts, demands, liabilities, and losses of every kind, character, and nature including third-party claims for indemnity or contribution, against the Donor and any other claim or cause of action that the Town has ever had or now has, known or unknown, or that any person or entity claiming through any party may have or claim to have against the Donor with respect to the gift.

4. Project Control. The Gift does not guarantee or convey any rights to the Donor related to the design or control of the Project. The Town retains sole authority over the Project, unless otherwise stated herein.
5. Amendment. By mutual consent of the parties, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.
6. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the Commonwealth of Massachusetts. This Agreement supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

In witness whereof, the parties to this Agreement have affixed their signatures:

DONOR: Friends of Buttery Brook Park, INC

By: 
President

By: 
Treasurer

DONEE:

Town of South Hadley
By its Selectboard

