

## ART TRANSFER AGREEMENT

This Agreement is made and entered into on this \_\_\_ day of April 2026, by and between the Town of Los Gatos, a municipal corporation, hereinafter referred to as “**Town**” and Los Gatos Museum Association, a California Nonprofit Corporation, hereinafter referred to as “**NUMU**.”

### RECITALS

WHEREAS, the Town wishes to sell property at 4 Tait;

WHEREAS, it is understood by both the Town and NUMU that NUMU desires to take possession of two items at the property owned by the Town located at 4 Tait Avenue, Los Gatos, CA 95030;

WHEREAS, the first item is a metal sculpture with locks hanging from it (“**Sculpture**”), pictured in **Exhibit A**. The second item is a plaque, including the rock it is affixed to, that reads as follows: “This Museum Garden of Native Plants is dedicated to Stephanie and Mike Mathews for their leadership and support” (“**Plaque**”), pictured in **Exhibit B**;

NOW, THEREFORE, the parties agree as follows:

1. The Town and NUMU agree that NUMU may take possession of the Sculpture and the Plaque, with NUMU assuming full responsibility for the removal and transport of the Sculpture and Plaque, including compliance with the California Art Preservation Act (“CAPA”), which is codified in California Civil Code Section 987.
2. NUMU must ensure that the removal of these items does not damage the property in any way, and NUMU agrees to restore the site to its original condition after removal of the Sculpture and Plaque.
3. The Town and NUMU agree that the consideration to the Town will be NUMU’s expense and responsibility of removing and transporting the Sculpture and Plaque, and that the consideration to NUMU will be the Sculpture and the Plaque.
4. NUMU agrees to remove the items no later than April \_\_\_, 2026.
5. NUMU agrees to, and shall indemnify, defend, keep and hold the Town and the Town’s officials, agents, and employees harmless from any and all costs, liabilities, damages, or expenses, including costs of removal, transport, injury or death resulting from removal/transport, or damage to the Sculpture or Plaque, including any claims brought pursuant to CAPA.
6. It is the intent of this agreement that the Town and its officials, agents, and employees have no financial liability or impact whatsoever resulting from the removal and transport of the Sculpture and Plaque and that NUMU shall be fully and solely responsible therefore.

7. If, for any reason, the transfer of the Sculpture and Plaque affects or delays the Town's sale of 4 Tait, the Town, in its sole discretion, may terminate this agreement and cancel the transfer prior to removal.
8. In consideration of the above, Town agrees to transfer the Sculpture and Plaque to NUMU and NUMU hereby accepts transfer to NUMU of all rights, title, and interest in the Sculpture and Plaque so long as the Sculpture and Plaque are removed prior to April \_\_\_\_, 2026.

IN WITNESS WHEREOF, TOWN and NUMU have executed this Agreement.

TOWN OF LOS GATOS:

---

Chris Constantin, Town Manager

SIGNATORY:

---

Kimberly Snyder, Executive Director

Approved as to Form:

---

Gabrielle Whelan, Town Attorney