

FIRE TRUCK LOAN AGREEMENT

THIS **FIRE TRUCK LOAN AGREEMENT** (“**Agreement**”) is made and entered into this ____ day of _____, 20____, by and between the CITY OF LYNDEN, a Washington municipal corporation (hereinafter “Lender” or “City”) and the LYNDEN HERITAGE FOUNDATION, a Washington nonprofit corporation (hereinafter “Borrower”). Lender and Borrower may be referred to herein individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, Lender is a Washington municipal corporation; and

WHEREAS, Borrower is a Washington nonprofit corporation which operates the Lynden Pioneer Museum; and

WHEREAS, Lender owns a 1966 Chevrolet 4PU (“Fire Truck”) that is surplus to the needs of the Lynden Fire Department; and

WHEREAS, Lender’s ownership of the Fire Truck is documented in a vehicle certificate of title issued by the Washington State Department of Licensing, a copy of which is attached hereto and fully incorporated herein as **Exhibit A**; and

WHEREAS, the Fire Truck has a fair market value of \$20,000.00 for insurance purposes; and

WHEREAS, the Fire Truck, given its age and history of service with the Lynden Fire Department, is an object with local historical significance; and

WHEREAS, Borrower has expressed interested in displaying the Fire Truck among the collection of Lynden Pioneer Museum; and

WHEREAS, Lender desire to loan and Borrower desires to borrow the Fire Truck for the purposes of its display within the Lynden Pioneer Museum; and

WHEREAS, the Lynden City Council approved the loan of the Fire Truck to the Borrower at its regular meeting on _____; and

WHEREAS, these recitals are a material part of this Agreement,

NOW, THEREFORE, for and in consideration of mutual covenants, duties, and obligations contained in this Agreement, the Parties hereby covenant and agree as follows:

AGREEMENT

1. **Loan.** Lendor hereby loans the Fire Truck to Borrower for display among the collection of the Lynden Pioneer Museum. The loan shall be subject to the conditions of loan set out herein.

2. **Conditions of Loan.** Borrower shall meet the following conditions of the loan:

2.1 *Period of Loan.* The loan period shall be indefinite, subject to Lender’s right

to recall the Fire Truck for any reason by giving 30 days' prior written notice to Borrower. However, Lender reserves the right to recall the Fire Truck immediately, without prior notice, in the event the Borrower dissolves or otherwise no longer exists, or if the Fire Truck is transferred or attempted to be transferred, assigned, or leased to any person or entity other than Lender, or if the Fire Truck is relocated from the Lynden Pioneer Museum, or if the Fire Truck is made inaccessible for public viewing (with the exception of periods of maintenance and restoration).

2.2 *Delivery.* Lender shall handle delivery of the Fire Truck to Borrower.

2.3 *Insurance.* Borrower shall insure the Fire Truck for its fair market value (as stated in above recital) against all risks of physical loss or damage for the full period of the loan.

2.4 *Care and Preservation.* Borrower will exercise the same care with respect to handling and exhibiting the Fire Truck as it does in the safekeeping of comparable property of its own. However, the Fire Truck shall not be subject to repair, restoration, or alteration in any way except with the express prior written permission of Lender.

2.5 *Credit Line.* In any publicity materials referencing the Fire Truck, including without limitation exhibit labels, catalogues, and brochures, Borrower shall include the following credit line:

“On loan to the Lynden Pioneer Museum courtesy of the Lynden Fire Department.”

2.6 *Rights to Reproduction.* Borrower will photograph the Fire Truck only for record, publicity, or educational purposes. The general public may photograph the Fire Truck while on exhibition only for non-commercial, educational purposes.

3. **Costs.** Each Party shall be solely responsible for its own attorney's fees related to the preparation or legal review of this Agreement.

4. **Notice.** Any notice, declaration, demand or communication (“Notice”) to be given by one Party to the other pursuant to this Agreement shall be in writing and transmitted by personal service or by U.S. mail, postage prepaid, certified with return receipt requested. Notice sent by mail shall be deemed to have been given and delivered two (2) business days following proper mailing thereof and the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing. Notice shall be addressed as follows:

To Lender:

City of Lynden
Attn: City Administrator
300 4th Street
Lynden, WA 98264

To Borrower:

LYNDEN HERITAGE FOUNDATION

Lynden, WA 98264

5. **Nonwaiver of Breach.** Failure of either Party to require performance of any provision of this Agreement shall not limit the right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.
6. **Applicable Law; Construction; Venue.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. In the event this Agreement is in conflict with the provisions of any law or statutes governing the subject matter hereof, such law or statute only to the extent of such conflict shall be controlling. The venue of any action brought to interpret or enforce any provision of this Agreement shall be laid in the Whatcom County Superior Court, Whatcom County, Washington.
7. **Expenses and Attorney's Fees.** The prevailing party in any action brought to enforce any terms and conditions of this Agreement shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.
8. **Modification or Termination Must be in Writing.** No oral or written statements made prior to or following entry of this Agreement shall be considered a part of this Agreement unless expressly incorporated herein in writing. This Agreement may not be modified or terminated except by written agreement of the Parties.
9. **Counterparts.** This Agreement may consist of two or more separately ratified counterparts, each of which shall constitute a duplicate original of this Agreement and all of which together will constitute a single Agreement.
10. **Severability.** In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
11. **Number; Gender; Headings.** As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All paragraph headings and/or captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.
12. **Severability.** In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties as to the matters contained herein. There are no other representations, warranties, covenants, agreements, collateral agreements or other conditions affecting this Agreement other than those set forth herein. No oral or written statements made by either Party prior to or following execution of this Agreement shall be considered a part of this Agreement unless expressly incorporated herein in writing.

BORROWER:

LYNDEN HERITAGE FOUNDATION

By: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this ____ day of _____, 20____, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, the _____ of **LYNDEN HERITAGE FOUNDATION**, a Washington nonprofit corporation, who acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Notary Public in and for the State of Washington
Residing at: _____
My commission expires: _____

**EXHIBIT A
Fire Truck Vehicle Certificate of Title**

| VEHICLE CERTIFICATE OF TITLE | | STATE OF WASHINGTON | |
|--|---|---------------------------|---|
| LICENSE NUMBER 003070 | DATE OF APPLICATION 01/21/87 | MODEL YR 66 | MAKE CHEV |
| VEHICLE IDENTIFICATION NUMBER (VIN) C14562152432 | FLEET/EQUIP NUMBER | SCALE WT. 03870 | POWER/USE 6/EX |
| SPECIFIC COMMENTS: 20875 66 | SAME AS LEGAL OWNER BELOW | MILEAGE | SERIES & BODY STYLE 4PU |
| REG-REGISTERED OWNER | SIGNATURE(S) OF REGISTERED OWNER(S) BELOW, HEREBY RELEASES ALL INTEREST IN VEHICLE DESCRIBED ABOVE. | PRIOR TITLE STATE | PRIOR TITLE NUMBER 6610902845 |
| LEGAL OWNER | BY _____ REGISTERED OWNER SIGNATURE | DATE OF SALE | TITLE NUMBER 8702633421 |
| LYNDEN, THE CITY OF | BY _____ REGISTERED OWNER SIGNATURE | DATE OF SALE | |
| VOLUNTEERY FIREMAN | MILEAGE READING AT TIME OF SALE _____ | | |
| C/O CITY HALL | SALE PRICE _____ | | |
| LYNDEN WA 98264 | SIGNATURE(S) OF LEGAL OWNER(S) BELOW, HEREBY RELEASES ALL INTEREST IN VEHICLE DESCRIBED ABOVE. | | |
| | BY _____ FIRST LEGAL OWNER - SIGNATURE & TITLE | DATE RELEASED | |
| | BY _____ SECOND LEGAL OWNER - SIGNATURE & TITLE | DATE RELEASED | |

LEGAL OWNER: When lien is satisfied, release interest above and transmit this document to County Auditor or Agent with proper fee. Failure to properly release and transmit the Title within 10 days after lien is satisfied may result in liability to the debtor for \$100 or more pursuant to RCW 46.12.170.

PURCHASER: New Title must be applied for within 15 days - see reverse side for transfer information. **SELLER:** See second page for Seller's Report of Sale (White Form).

KEEP IN A SAFE PLACE

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

THE SEAL OF THE STATE OF WASHINGTON 1889

TD-420-002 (R/8/86)