

Museum Loan Agreement

This Museum Loan Agreement (the "**Agreement**") is made and effective as of

June 7th, 2022 (the "**Effective Date**") by and between the City of Norman, an Oklahoma municipal corporation having its principal place of business at 201 W. Gray, Norman, OK 73069 ("**Lender**"), and the Cleveland County Historical Society, a not-for-profit Oklahoma organization operating the Moore-Lindsay Historical House Museum, having its principal place of business at 508 N. Peters, Norman, OK 73069 (the "**Museum**", and together with Lender, the "**Parties**," and each, a "**Party**").

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Loan. Lender shall lend and the Museum shall borrow a DeBarr Avenue Street Sign (the "**Object**") for a period of three months extending from June 1, 2022 through August 31, 2022 in accordance with the terms and subject to the conditions set forth in this Agreement.

2. Delivery and Receipt of the Object.

(a) Lender shall deliver the Object to the Museum during its regular hours of operation no later than 5 business days after the Effective Date (the "**Delivery Date**").

3. Ownership and Grant of Rights.

(a) Lender shall retain all right, title, and interest in and to the Object, except for the Museum's limited right, during the Term, to:

- (i) display the Object solely in accordance with this Agreement
- (ii) take photographs or make other visual reproductions of the Object solely:

(A) to promote the exhibition in which the Object will be included;

(B) for educational purposes;

(C) for archival purposes

(D) for inclusion in the exhibition catalog

(b) Except as provided in Section 3(a)(ii), the Museum shall not take or have taken, or make or have made photographs or any other visual reproductions of the Object for commercial purposes without the Lender's prior written consent, and shall take reasonable steps to prevent third parties from doing so. Nothing in this Section 3(c) shall be construed to require the Museum to prevent members of the public from

photographing the Object unless the Museum knows or should reasonably know that such photographs are intended for commercial distribution/The Museum shall take all reasonable steps to prevent members of the public or any other third parties from photographing the Object.

4. Standard of Care.

(a) The Museum shall protect and safeguard the Object while in its possession or control with at least the same degree of care as the Museum uses to protect its own objects and other comparable objects in its possession or control. The Museum shall at all times keep the Object clean and in a condition suitable for display but shall not make any repairs or conservation of the Object without the prior written consent of the Lender.

(b) The Museum shall promptly notify Lender of loss of or damage to the Object.

(c) The Museum shall determine, in its sole discretion, where and for how long during the Term, the Object will be exhibited.

(d) The Museum shall not lend the Object or otherwise transfer it to a third party without the prior written consent of Lender.

5. Governing Law. This Agreement and all related documents including all schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Oklahoma.

6. No Waiver.

(a) No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement, and signed by an authorized representative of the party waiving its right.

(b) Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion.

(c) Neither of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement:

(i) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement; or

(ii) any act, omission, or course of dealing between the parties.

7. No Third-Party Beneficiaries. The parties do not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

8. Entire Agreement. This Agreement, together with the Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. The Parties have not relied on any statement, representation, warranty, or agreement of the other Party or of any other person on such Party's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement. No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party to this Agreement.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

City of Norman, Oklahoma

By: 

Name: Darrel Pyle

Title: City Manager

Cleveland County Historical Society

By: 

Name: Amanda Pence

Title: Museum Manager