

AGREEMENT FOR LOAN OF HISTORICAL LION STATUE

This Agreement for Loan of Historical Lion Statue (the "Agreement") is entered into this 29<sup>th</sup> day of April, 2016, by and between ALACHUA COUNTY, a charter county and political subdivision of the State of Florida (the "County") and MATHESON HISTORY MUSEUM, INC., a Florida not for profit corporation and IRS 501(c)(3) charitable organization ("Museum").

**WITNESSETH**

**WHEREAS**, the COUNTY owns two lion statues, which statues once adorned the Alachua County Courthouse, and have historical value to the citizens of Alachua County; and

**WHEREAS**, the COUNTY finds that the public would benefit from appropriate display of the statues in a manner that would provide for the greatest exposure to the public; and

**WHEREAS**, the COUNTY intends to display one statue in its Administration Building and desires to have the other statue made available to the public in a setting that allows for the most exposure; and

**WHEREAS**, MUSEUM provides a location for the public to view and learn about the history of Alachua County; and

**WHEREAS**, the COUNTY desires to loan, and MUSEUM desires to display, at no County expense, one of the lion statues; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration which is acknowledged, the parties hereby agree as follows:

1. **Loan**. Subject to the terms and conditions hereinafter set forth, the COUNTY hereby loans to MUSEUM, and MUSEUM hereby agrees to display, one lion statue ("Statue"). Title to the Statue shall remain with the COUNTY, subject to the reservations and exceptions hereinafter made and with the restrictions and upon the covenants below stated, upon placement of the Statue at Museum.
2. **Care and Preservation**.
  - a. MUSEUM shall maintain Statue in the condition in which it was received and further agrees to give Statue the same care as it does comparable property of its own. MUSEUM agrees to take reasonable precautions to protect Statue from fire, theft, damage, vandalism, water, mishandling, dirt, vermin, pests, and extreme changes in light and humidity while in the custody of MUSEUM. In the event that Statue is damaged in any way while in the custody of MUSEUM, MUSEUM agrees that it is solely responsible for providing insurance for such damage.
  - b. MUSEUM agrees to notify the COUNTY immediately of any damage that occurs

The failure of MUSEUM to comply with any provision of this Agreement will place MUSEUM in default. Prior to terminating the Agreement, the COUNTY will notify MUSEUM in writing. This notification will make specific reference to the provision(s) which gave rise to the default. The COUNTY will provide a reasonable time in which to cure the default. Failure to cure the default within the time allotted shall result in termination. The COUNTY may, in its sole discretion, provide additional time for MUSEUM to come into compliance.

Upon termination for any reason the Statue shall be returned to the County as set forth in Paragraph 4 at MUSEUM's expense to a location determined by the County.

8. **Notice.** Except as otherwise provided in this Agreement, any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, MUSEUM and the COUNTY representatives are:

County: Alachua County  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
Attn: County Manager

Museum: Matheson History Museum, Inc.  
513 E. University Avenue  
Gainesville, FL 32601  
Attn: Barry Baumstein, President

9. **Indemnification.** MUSEUM agrees to protect, defend, indemnify, and hold the COUNTY, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. MUSEUM further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. MUSEUM agrees that indemnification of COUNTY shall extend to any and all work performed by the MUSEUM, its subcontractors, employees agents, servants or assigns. This obligation

**ALACHUA COUNTY**

**BOARD OF COUNTY COMMISSIONERS OF  
ALACHUA COUNTY, FLORIDA**

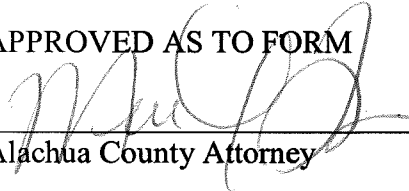
**ATTEST:**

By: \_\_\_\_\_  
Robert Hutchinson, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_

\_\_\_\_\_  
J.K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

  
\_\_\_\_\_  
Alachua County Attorney

**MATHESON HISTORY MUSEUM, INC.**

By: Peggy Macdonald  
Title: Executive Director  
Date: 04/29/16