

**INCOMING LOAN AGREEMENT
BETWEEN
CORVAIR PRESERVATION FOUNDATION
AND
(LENDER)**

1.0 Agreement

This Agreement is between Corvair Preservation Foundation, a 501(c)(3) organization incorporated in the State of Illinois (“CPF”) and (Lender), a person or organization identified in Section 2 below. CPF and Lender are sometimes individually referred to herein as a “Party” and collectively as “Parties” herein.

Lender hereby places the object(s) described herein in the custody of CPF for the purposes and subject to the terms and conditions set forth below.

2.0 Lender Information:

Full Legal Name:

Telephone: _____

Address: _____

Email: _____

3.0 Object(s) Description(s):

Include vehicle identification number, product identification number or serial number, as applicable. Attach a voided photocopy of any vehicle title showing registration in the name of Lender. CPF will not accept vehicles on loan not titled in Lender’s name or subject to liens.

4.0 Objects acknowledged as received in good condition except for:

Upon Lender’s delivery of the object to CPF, CPF shall have the right to photograph the object for the express purpose of providing further evidence of the as-delivered condition of said object, and such photos shall be incorporated by reference as exhibits to this Agreement. CPF agrees to provide copies of such photos to Lender so they may be appended to Lender’s copy of the Agreement.

5.0 Purposes / Permissions (check all that apply)

CPF shall not remove the object from its premises except with the prior written consent of Lender, except that CPF may move the object to secure, local offsite storage. CPF is not obligated by this agreement to display any object at any given time. CPF has Lender's permission to use the object(s) for:

- Exhibition
 - Copying/Reproduction (non-commercial)
 - Research
 - Copying/Reproduction (commercial)
 - Other (please describe)
-

6.0 Duration of Loan

Dates: _____ to _____

7.0 Responsibility for Transportation

Unless otherwise noted in writing, objects shall be delivered to the Museum by Lender and collected by the Lender at the Museum at the end of the loan term at Lender's expense.

8.0 Credit Line (Acknowledgement of Ownership)

Unless otherwise noted, the object(s) listed above will be credited in exhibition and publication with the statement "Courtesy of [Lender's name]" or "On Loan From [Lender's name]". If a different credit line, or no credit line, is desired, please note below.

9.0 Care and Preservation

CPF will exercise the same care with respect to the object(s) on deposit as it does with comparable property of its own. CPF will not alter objects on deposit. Lender certifies that the objects lent are in condition to withstand ordinary strains of packing, cleaning, transportation and handling. CPF will notify Lender immediately, followed by a full written and photographic report, if damage or loss is discovered.

10.0 Liability

Lender shall not hold CPF liable for theft, damage, or any loss of any nature that may occur to the object(s) described herein while they are in CPF's custody or otherwise. **Insurance against any loss is the responsibility of the Lender.**

11.0 Extension, Cancellation, Abandoned Property

11.1 Extension. The duration of the loan may be extended by mutual agreement of the Parties. Such extension shall be documented in writing as an amendment to this Agreement.

11.2 Cancellation. Either Party may cancel this Agreement for good cause upon 30 days notice (60 days in the case of vehicles).

11.3 Abandoned Property. The Parties agree that abandoned property, as defined in the Museum Disposition of Property Act, (Public Act 90-0604 or its successor, if any), shall be subject to rules set forth in said legislation. According to its terms, the purposes of this Act are to establish the ownership of loaned property that has been abandoned by the lender or undocumented property held by a museum, to establish uniform procedures for the termination of loans of property to museums, to allow museums to conserve or dispose of loaned or undocumented property under certain conditions, and to limit actions to recover loaned or undocumented property. A copy of this act may be obtained at the Illinois General Assembly website at this address:

<http://www.ilga.gov/legislation/publicacts/pubact90/acts/90-0604.html>

12.0 Ownership and Change in Ownership

Lender warrants that he/she has full legal title and copyrights to objects loaned to CPF or that he/she is an authorized agent of the owner or owners of them. If Lender is acting as authorized agent, a copy of the document appointing Lender as agent is attached to this agreement. Lender will notify CPF promptly of any change of ownership of the items in custody for whatever reason. If the ownership changes during the period of custody, CPF reserves the right to require the new owner, prior to the return of the object, to establish his or her right of possession by proof to the CPF. The new owner shall succeed to Lender's rights and obligations under this agreement, including, but not limited to, the custody period and any insurance obligations.

13.0 Interpretation

Any object(s) to be placed on exhibit is open to interpretation by CPF. Lender loans the object(s) with the understanding that he/she cannot restrict, command, or otherwise determine the manner in which CPF will interpret the object, its use, and its placement in the exhibit.

14.0 Reproduction and Credit

CPF shall have the right to take and use photographs of the objects for the purpose of cataloging, non-commercial educational uses, publicity, and registrarial purposes.

15.0 Notices

Any notice, demand or request required or authorized by this Agreement to be given by one party to the other party shall be in writing. It shall either be personally delivered, transmitted by telecopy or facsimile, sent by overnight courier or mailed, postage prepaid, or by email to the other party. Any such notice, demand or request so delivered or mailed shall be deemed to be given when so delivered or three (3) calendar days after mailed.

Additionally, notices given pursuant to the Museum Disposition of Property Act shall be sent as provided in that Act.

Notices and other communications shall be addressed to:

CPF:

Attn: President of the Board of Directors
Corvair Preservation Foundation

Attn: Secretary of the Board of Directors
Corvair Preservation Foundation

With names and addresses to be provided at www.corvair.org.

Lender:

Name & Title: _____

Street Address or Post Office Box: _____

Municipality & State or Province: _____

Country & Postal Code: _____

With a copy to:

Either party may change the address for notices under this Agreement by providing a new address to the other party in writing.

16.0 Additional Provisions.

16.1 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

16.2 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto. Lender shall have no right to (a) assign this Agreement, by operation of law or otherwise without CPF's prior written consent which may be withheld as CPF determines in its sole discretion. Any such purported assignment shall be void.

16.3 Amendment and Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

16.4 Severability. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties hereto.

16.5 Unenforceability. If any provision of this Agreement, or the application thereof to any person, entity or circumstance, is held by a court or regulatory authority of competent jurisdiction to be invalid, void, or unenforceable, then the remaining provisions of the Agreement shall be fully enforceable, with every effort made to give effect to the original intent of the parties hereto.

16.6 Governing Law and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its choice of law principles. In any action enforce any right or remedy under this Agreement or to interpret any provision of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and other expenses.

16.7 Lender's Remedy. Lender's remedy, if any, for any breach of this Agreement shall be solely in damages and Lender shall look solely to CPF for recover of such damages. Lender waives and relinquishes any right Lender may otherwise have to obtain injunctive or equitable relief against any third party with respect to any dispute arising under this Agreement. Lender shall look solely to CPF for any compensation which may be due to Lender hereunder. Lender expressly waives any claims for damages beyond the value of the object at the time the loan period commenced. These limitations are in addition to those set forth in Paragraph 10 of this Agreement.

16.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, which together shall constitute one and the same instrument, binding upon CPF and Lender, notwithstanding that CPF and Lender may not have executed the same counterpart.

The parties agreed to this Agreement on the dates written below.

FOR CPF:

Signed: _____

By: _____

Title: _____

Date: _____

FOR LENDER:

Signed: _____

By: _____

Title: _____

Date: _____