

**AGREEMENT TO LOAN ART
OWNED BY THE CITY OF NEWPORT
TO THE LINCOLN COUNTY HISTORICAL SOCIETY**

Whereas, the City of Newport owns two paintings by Joyce Gaffin; and

Whereas, the Lincoln County Historical Society wishes to borrow the two Joyce Gaffin paintings owned by the City of Newport for an upcoming exhibit; and

Whereas, the City of Newport is willing to loan the two paintings to the Lincoln County Historical Society.

This art loan agreement ("Agreement") is entered into between the City of Newport, Oregon, ("City") and the Lincoln County Historical Society ("LCHS") for the loan of two paintings, by Joyce Gaffin, owned by the City, to LCHS for an upcoming exhibit.

The City and LCHS mutually agree as follows:

Representations and Warranties.

1. The person executing this Agreement on behalf of each party warrants and represents that he/she has the power and authority to execute such agreements.

Insurance.

1. LCHS agrees to insure the art under its fine arts insurance policy and name the city as a beneficiary of the insurance for damage to or loss of the art.

Care, Preservation, and Exhibition.

1. LCHS agrees to care for the art in the same manner as it does property of its own. LCHS agrees to take reasonable precautions to protect the art from fire, theft, damage, water, mishandling, dirt, vermin, pests, and extreme changes in light and humidity. In the event that the art is damaged in any way while in the custody of LCHS, LCHS agrees that it is solely responsible for providing insurance for such damage.

2. LCHS agrees to notify City immediately of any damage that occurs to the art.

3. LCHS agrees not to modify or change the art in any way.

4. LCHS agrees not to lend, loan, sell, or use as collateral the art.

Credit.

1. LCHS agrees to give credit to the artist as the creator of the art on any publicity materials produced and/or distributed by LCHS that displays the art.

2. LCHS agrees to give credit to the City of Newport for the loan of the artwork to the LCHS for this exhibit.

Duration and Termination.

1. The art will be on loan, by the City to LCHS, beginning on 23 Feb. 2016, and ending on 10 Sep. 2016.

Miscellaneous.

1. All notices related to this Agreement shall be sent via e-mail to the addresses below:

LCHS Steve Wyatt, Executive Director @ director@oregoncoasthistory.org

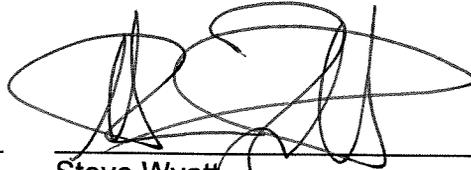
CITY Spencer R. Nebel, City Manager @ s.nebel@newportoregon.gov

2. Any amendments to this Agreement must be in writing and signed by the City and LCHS.

3. This Agreement shall be governed by the laws of the State of Oregon.



Spencer R. Nebel
City Manager
City of Newport



Steve Wyatt
Executive Director
Lincoln County Historical Society

Date: 2-23-16

Date: 23 Feb. 2016

APPROVED AS TO FORM:



Steven Rich, City Attorney