

DISPLAY CASE LOAN AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO AND

This Display Case Loan Agreement ("Agreement") is entered into between the City of San Antonio (hereinafter referred to as the "City"), a municipal corporation, acting by and through its Aviation Director and *Name of Entity* (hereinafter referred to as the "Loaning Organization"), a *Type of Entity*, acting by and through its *Title of Authorizing Party*.

RECITALS

WHEREAS, the Loaning Organization is seeking to display various items of aviation and/or military memorabilia ("Loaned Items") at the City-owned San Antonio International Airport (the "Airport" or "SAT") and/or Stinson Municipal Airport ("Stinson") for the enjoyment of visitors and the promotion of the history of aviation in San Antonio; and

WHEREAS, City is agreeing to display such memorabilia along with accompanying informative material about aviation history in San Antonio in the San Antonio International Airport Terminal A Display Case and/or in the Stinson Airport Terminal Display Case; and

WHEREAS, The Loaning Organization rightfully possesses the display items and has the legal right to loan said items to the City and has agreed to do so under the terms and conditions as set forth below; **NOW THEREFORE:**

AGREEMENT

The City and Loaning Organization agree as follows:

1. Description of Loaned Items. Loaning Organization agrees to loan those items set forth in Exhibit 1 ("Description of Loaned Items") for display at Airport(s).
2. Condition of Loaned Items. Loaning Organization shall make necessary repairs to the Loaned Items, such that the Loaned Items are in good condition and ready for display.
3. Transport and Display. Loaning Organization shall be responsible for the packing and transport of the Loaned Items and delivery of said items to the airport(s), at Loaning Organization's sole expense. Loaning Organization is responsible for installing the memorabilia in the display case provided by the Airport on the same day the items are delivered.
4. Credit. City shall place a sign in the designated display case. The sign shall credit the Loaning Organization for the loan of the memorabilia and should read "Courtesy of *(name of organization)*, San Antonio, Texas." Additionally, all publicity regarding the display must credit the Loaning Organization for the loan.
5. Organizational Emblem. If the Loaning Organization wishes the City to use its organizational emblem on the sign, the organization must authorize City to use the organizational

emblem for the display case sign and publicity in writing. The Loaning Organization shall send the City a high resolution "jpg" of the emblem. The Loaning Organization shall provide the City graphics to promote their organization's display on the Airport's monitors.

6. Display Restrictions. Although the display case will be locked at all times, the Loaning Organization shall not display any of the following to include, but not limited to, weapons of any type (guns, knives, grenades, bullets, shells, missiles, ammunition, blank ammunition, weapon simulators, etc.), or any items deemed dangerous or inappropriate by City.

7. Rights and Reproductions. Loaned Items may be taped or photographically reproduced by the City only for education and publicity purposes with credit given to Loaning Organization. Other purposes require written permission of Loaning Organization, which acknowledges and agrees that City may incorporate photographs or videos of Loaned Items in materials published or produced by City for purposes of promoting the Airport and its services

8. Reasonable Care. City agrees to exercise reasonable care with respect to the Loaned Items; however, such reasonable care shall not include cleaning, restoring, or in any way altering those items. Additionally, Loaning Organization acknowledges that City will not provide security for the display beyond that which is currently provided at the Airport on a daily basis.

9. Cleaning. Loaning Organization is responsible for all cleaning required for displayed items and interior of display case, and will provide the City three (3) days' notice prior to arriving for cleaning

10. Examination. City agrees that the Loaning Organization may examine and make necessary alterations to the display upon three (3) days' notice to City and during normal business hours of the Airport(s).

11. Insurance. Loaning Organization shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will City be required to maintain any insurance coverage for Loaning Organization.

12. Waiver of Liability. Loaning Organization agrees to not hold the City responsible for any damage to or destruction of the Loaned Items. Should Loaned Items be damaged, destroyed, or stolen during the Term of this Agreement and while in the possession of City, Loaning Organization agrees to look to its own insurance on the Loaned Items to replace or compensate itself or a third-party for such damage or loss.

13. Term. City and Loaning Organization agree that the City shall be allowed to display the Loaned Items for a period of six (6) months, not to exceed one (1) year from the date the Loaned Items are delivered to Airport(s) (the "Term"). Upon expiration of the Term, Loaning Organization shall arrange for the return of the Loaned Items to the Loaning Organization, at Loaning Organization's expense.

14. Release of Loaned Items. City agrees to possess the Loaned Items at all times during the Term of this Agreement. At the end of the term, the Loaned Items will be made available for return only to the Lending Organization, unless City is otherwise directed in writing by the Lending Organization, or is directed by a court of law having proper jurisdiction over the subject matter to release the Loaned Items.

15. Contact Information.

Lending Organization

City of San Antonio, Aviation Department
Aviation Director
9800 Airport Boulevard
San Antonio, TX 78216
(210) 207-7242

16. This Agreement cannot be modified or terminated except in writing and evidenced by a document executed by authorized representatives of the City and the Name of Lending Organization.

EXECUTED AND EFFECTIVE on this ____ day of _____, 2017.

CITY OF SAN ANTONIO:

Name of Lending Organization:

BY: _____

Russell J. Handy
Aviation Director

BY: _____

Authorized Signer
Title

EXHIBIT 1

DESCRIPTION OF LOANED ITEMS

DRAFT