

ARCHIVAL ITEMS LOAN AGREEMENT

This **LOAN AGREEMENT** is made and entered into this ____ day of March, 2015, by and between the **City of Orlando, Florida**, a Florida municipal corporation whose address is 400 S. Orange Avenue, Orlando, Florida 32801 ("City"), and the Orlando Ballet, whose address is 610 North Lake Formosa Drive, Orlando, Florida 32803 ("Ballet").

In consideration of the mutual promises and covenants contained herein and other valuable consideration, given one party to the other, the receipt and sufficiency of which is hereby acknowledged, the City and the Ballet agree as follows:

1. **DESCRIPTION OF ARCHIVAL ITEMS:**

- A. Title: Orlando Youth Center Dedication Plaque
Bronze Plaque - 24" wide x 17.5" tall.
Insurance Evaluation: \$2,500
Condition: Good

- B. Title: Rock Haven Dance Proclamation 1998
8" x 13" in a 12" x 18" frame
Insurance Evaluation: \$250
Condition: Good

- C. Title: Neon Club Dance Proclamation 1997
8" x 13" in a 12" x 18" frame
Insurance Evaluation: \$250
Condition: Good

2. **TERM OF LOAN:** The City shall loan the above-described Archival Items to the Ballet at no cost for the purpose of exhibiting the Archival Items in the "History of Loch Haven Center" exhibit. The duration of this loan shall be indefinite or until such time as the City notifies the Ballet in writing that the Archival Items must be returned to the City. The Ballet shall return the Archival Items within ten (10) days of its receipt of a written request from City.

3. **DELIVERY:** The City shall deliver the Archival Items to the Ballet

4. **REPRODUCTION:** The City retains the right to reproduce the Archival Items for publicity, educational materials, brochures, archival records, or any other reasonable purpose.

5. **RISK OF LOSS:** If an Archival Item is lost, stolen or damaged while in the possession of the Ballet then the Ballet shall be liable to the City for any damages as a result thereof. The Ballet shall return the Archival Items in the same condition or shall pay to restore it if it becomes damaged while in the possession of the Ballet. The Ballet will maintain property insurance coverage in at least the amounts shown in section 1 above to cover such risk of loss.

6. **VENUE:** This Agreement shall be governed by the laws of the State of Florida. The location for the settlement out of any dispute arising from this request shall be in the applicable court located within Orange County, Florida.

7. **ATTORNEY'S FEES:** If any legal action or proceeding is brought by either party for default or breach of this Agreement or to enforce any provision hereof, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorney's fees and court costs at both trial and on appeal.

8. **COVENANT OF QUIET ENJOYMENT:** The Ballet shall have lawful and quiet possession of the Archival Items during the term of this Loan, without hindrance by the City or any persons lawfully claiming under the City.

9. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement and understanding between the parties, and shall supersede and replace all prior agreements and understandings, written or oral, relating to the matters set forth herein.

10. **TIME IS OF THE ESSENCE:** Time is of the essence of this Loan Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Witnesses:

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

CITY OF ORLANDO, FLORIDA

By: _____

APPROVED AS TO FORM AND LEGALITY

for the use and reliance of the
City of Orlando, Florida, only.

_____, 2015

Chief Assistant City Attorney
Orlando, Florida