

**CITY OF IDAHO FALLS ART LOAN AGREEMENT WITH  
IDAHO FALLS PUBLIC LIBRARY**

THIS CITY OF IDAHO FALLS ART LOAN AGREEMENT WITH IDAHO FALLS PUBLIC LIBRARY (collectively hereinafter the “Agreement”) sets forth the terms and conditions pursuant to which City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter “CITY”) will lend to, and the Idaho Falls Public Library, located at 457 W. Broadway Street., Idaho Falls, Idaho 83402 (hereinafter “LIBRARY”) will borrow, the artwork and/or other objects loaned by the Lender identified in this Agreement as the “Loaned Objects”.

W I T N E S S E T H :

WHEREAS, the City of Tokai-mura, Japan has graciously gifted to CITY many precious, beautiful, meaningful and venerated objects that are highly appreciated and valued by CITY and the community (“Loaned Objects”); and

WHEREAS, CITY desires to share these Loaned Objects with the community in a way that shows its appreciation for them and that also educates the community regarding the special bond between Tokai-mura and CITY; and

WHEREAS, LIBRARY has installed museum quality display cases and has dedicated a storage facility within LIBRARY for display and storage of the curated Loaned Objects (“the Project”); and

WHEREAS, LIBRARY intends to expend funds from the Mae Neuber Foundation for LIBRARY in support of the Project; and

WHEREAS, the Museum of Idaho (“MOI”) has expertise in curation, conservation, and display of artifacts that will advance the Project and contribute to its success and continuance; and

WHEREAS, LIBRARY, as part of its general mission to enhance education and understanding of cultures, history, beliefs, desires to include the display of Japanese artifacts donated to CITY through the Sister Cities organization; and

WHEREAS, LIBRARY is well situated to accomplish the Project and has the space, funds, and capability to do so; and

WHEREAS, CITY and LIBRARY plan to continue and strengthen their long-term relationship and believe that this Project helps in those efforts.

NOW THEREFORE, in consideration of the stated intentions and promises, intending to be legally bound hereby and for other good and valuable consideration, CITY and LIBRARY (the "Parties") do mutually covenant, promise and agree as follows:

1. LIBRARY shall exercise the same care with respect to the "Loaned Objects" (Exhibit "A," the Loaned Object Inventory, attached to this Agreement and incorporated by this reference) as it does in the safekeeping of comparable materials and works owned or cared for by LIBRARY.
2. Unless otherwise agreed in writing, LIBRARY and CITY agree that the costs associated with this Agreement, including, but not limited to, costs associated with insurance, transfer to and from the exhibition venue, packing, matting, and framing the Loaned Objects shall be borne by LIBRARY.
3. CITY represents and warrants that the Loaned Objects are in such condition as to withstand the ordinary strains of packing, transport, and handling. CITY shall ensure that the Loaned Objects are adequately and securely packed for the type of transfer agreed upon and CITY shall transmit to LIBRARY any special instructions for unpacking and repacking the Loaned Objects.
4. LIBRARY shall insure the Loaned Objects, in accordance with the terms and conditions of LIBRARY's insurance and liability coverage provided by Idaho Counties Risk Management Program (ICRMP), while the Loaned Objects are in transit and while they are in LIBRARY's care, custody, and control. CITY shall provide LIBRARY with an itemized schedule describing the Loaned Objects and indicating their type, like, image, and declared value. In the event of a loss, it will be CITY's responsibility to establish, to the satisfaction of LIBRARY's insurance underwriter, that the declared value of the Loaned Objects is the fair market value of the Loaned Objects. This can be done with appraisals, with documentation that provides proof of sale of similar items, and in other ways acceptable to the underwriter. It is the responsibility of CITY to update insurance valuations.
5. CITY acknowledges and agrees that in no event shall LIBRARY be liable to CITY for damages in excess of the amount of any insurance recovery from LIBRARY's insurance policy or for any loss or damage due to causes excluded from coverage under LIBRARY's insurance policy. CITY further acknowledges and agrees that LIBRARY shall not be liable for any indirect, consequential, incidental, special, punitive, or exemplary damages of any kind arising out of or in any way released to this Agreement, whether in warranty, tort, contract, or otherwise, including, without limitation, loss of profits or loss of good will,

whether or not LIBRARY has been advised of the possibility of such damages and whether or not such damages were foreseeable.

6. Unless CITY notifies LIBRARY in writing to the contrary, it is understood that the Loaned Objects may be photographed or otherwise recorded or documented by the general public.
7. Each Loaned Object shall remain in LIBRARY's care, custody, and control for. [how long? Conditions of possession]
8. CITY acknowledges and agrees that LIBRARY has the sole discretion, for the duration of the loan period specified on the attached Loaned Objects Inventory, to determine the duration for which, and the manner in which, the Loaned Objects may be displayed and to determine which written and interpretive materials will accompany the Loaned Objects when displayed. CITY further acknowledges and agrees that LIBRARY has the sole discretion to determine whether to display any Loaned Objects and that LIBRARY is not obligated to exercise its rights under this Agreement or to display the Loaned Objects.
9. Loaned Objects not on current display shall remain in a space in LIBRARY designed, dedicated, and maintained to store Loaned Objects during the term of this Agreement, in accordance with reasonable artifact preservation practices and techniques.
10. The Parties agree that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.
11. Nothing in this Agreement is intended to make any person or entity a third-party beneficiary of any right created by this Agreement or by operation of law.
12. The Parties acknowledge and agree that the provisions of this Agreement shall not be construed against one Party by reason of the rule of construction that a document is to be construed against the Party who drafted that document.
13. This Agreement constitutes the entire Agreement between the Parties regarding the Loaned Objects. No oral understanding or agreement not incorporated herein will be binding on either Party. In the event of any conflict between this Agreement and any other writings, forms, or documents, the terms and conditions set forth in this Agreement shall supersede and control. LIBRARY and CITY acknowledge and agree that this Agreement, and the terms and conditions set forth herein, may not be altered, changed, waived, or otherwise amended except as agreed upon in a writing signed by each Party's authorized signatory.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

ATTEST:

“CITY”  
City of Idaho Falls, Idaho

By \_\_\_\_\_  
Kathy Hampton, City Clerk

By \_\_\_\_\_  
Rebecca L. Noah Casper, Ph.D., Mayor

(SEAL)

“LIBRARY”  
Idaho Falls Public Library

By \_\_\_\_\_  
Robert Wright, Director

STATE OF IDAHO )  
 ) ss.  
County of Bonneville )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Seal)

\_\_\_\_\_  
Notary Public of Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO            )  
  ) ss:  
County of Bonneville        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a notary public, in and for said State, personally appeared Robert Wright, known or identified to me to be the Director of the Idaho Falls Public Library, and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of the Idaho Falls Public Library.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Seal)

\_\_\_\_\_  
Notary Public of Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

DRAFT