

AMERICA'S CAR MUSEUM®

Museum Stock#

LeMay - America's Car Museum - Dealer Adopt-an-Auto Agreement

	This A	greement, d	ated	2	2010 fo	or identification	purposes only,			
and		America's	Car	·			·		, a Wash	("Museum"), nington State
licensed an	nd bon	ded auto de	aler, WA	Dealer Licer	nse #_				, ("Do	nor"), for the
		participating	g in the M	luseum's De	ealer A	dopt-an-Auto p	rogram ("Progr	am").	The Museur	m and Donor
agree as fo	llows:									
		_								
	1.					allows Museum				
						tion, preservatio				
						on "to preserve				
						les significant p			ies for the N	/luseum, and
tosters activ	ve rela	tionsnips be	tween the	Museum an	a its si	upporters in the	collector comn	nunity.		
	2.					the provisions				
				begins on		, 2010 a	and ends on $_$, 2012,	the following
Museum-ov	vned v	ehicle ("Veh	icle"):							
		Year, m	ake and n	nodel:						
										-
		Vehicle	: ID #:							_
		Museu	m Stock #							
;	3.	Donor h	ereby dor	nates: (check	one b	ox)				
	A.					Cash Donation"				ayable in the
		manner s	specified in	n Donor's Pro	ogram	Application atta	ched hereto as	<u>Exhibi</u>	<u>t "A"</u> .	
	В.	Time and	l materials	nacassary t	o hrino	g the Vehicle int	n a quitable co	ndition	required to d	lienlay the
	ъ.					a. ("Time and M				
						May Display St				
		proparati	on will be	opcomed in	iiio Lo	iviay Display Ot	andara attaon	Ju Horo	to as <u>Exhibit</u>	<u> </u>
4	4.	Conserv	ation Pla	n. A Cash D	onatio	n, as indicated	by box "3A" be	ing che	cked above,	is made and
intended to	wholly					provement and				
in accordan	ice wit	h the Conse	rvation Pla	an develope	d by th	e Museum's Co	llection Manag	ement :	staff and app	proved by the
						ion Plan"). Dor				
						as restoration p				
						le. If the cost				
						be responsible				
						serve the Vehic				
						more other veh				
its mission; thereof.	, and I	ıı eitner eve	ııt, there	snan de no	cnang	e in the Donati	on amount of	ine tim	iing for Don	ois payment

A Time and Materials Donation, as indicated by box "3B" being checked, is made and intended to wholly or

partially complete the Vehicle's repair, improvement and maintenance by the Donor and shall be completed in accordance with the Conservation Plan and "LeMay Display Standard" developed by the Museum's Collection

Management staff and approved by the Collection Committee of the Board of Directors ("Conservation Plan and Display Standards"). Donor understands that the Museum reserves the right to revise the Conservation Plan from time to time as restoration proceeds, when in the Museum's professional judgment and sole discretion such a revision is advisable. If the cost of such time and materials to restore the Vehicle to the LeMay Display Standard exceeds \$5,000, the Donor shall be responsible to pay the excess, and the Museum will credit the Donor the full amount of the Time and Materials upon receipt of an invoice from the Donor to the Museum's reasonable satisfaction. In such event, there shall be no change in the Term of the adoption. Museum sponsor benefits shall be granted per the corresponding amount of donation.

- 5. <u>Vehicle Display.</u> When in the Museum's sole discretion, the Vehicle is in a condition which allows its exhibition away from the Museum's site, and only after obtaining the Museum's written approval thereof following compliance with each of the conditions set forth in this document, Donor may display the Vehicle inside Donor's showroom for a period of time. Such time period shall not extend beyond the September 1, 2011 deadline to return the Vehicle to the Museum, unless by written approval of the Museum. Vehicle must be kept secured and inside Donor's showroom at all times and cannot be operated except for test drives by qualified Donor-employed technicians. Donor must add Vehicle to their insurance policies and name the Museum as additional insured.
- 6. <u>Transportation of Vehicle</u>. Transportation of said Vehicle shall be responsibility of the Donor, both to and from the Museum to the Donor's dealership. Any transportation of the Vehicle shall occur in a manner specified by the Museum.
- 7. <u>Museum Membership</u>. Donor shall be granted a membership in the Museum's "Drivers Club Bronze Level" as specified in Donor's Program Application, for the entire two-year term of the Adoption period.
- 8. <u>Limited Use</u>: The Vehicle may be used only for the purposes approved in this Agreement, and not for any other activity which may render void the Museum's insurance on the Vehicle. Any violation of this requirement shall cause Donor to be solely responsible for the Museum's entire cost to repair the Vehicle and/or to restore its insurance coverage, and for any other expense or loss incurred by the Museum.
- 9. <u>Miscellaneous</u>. This written Agreement fully incorporates all the agreements and understandings of Donor and the Museum related to the Vehicle and the Program, and there is no oral or other written term or provision in this regard which has any bearing on this Agreement. No amendment to this Agreement will be effective unless it is in writing and signed by both parties, each of which agrees that a revision by the Museum to the Restoration Plan as provided in Section 3 above shall not constitute an amendment hereof. This Agreement will be interpreted according to the laws of the State of Washington, and venue for any dispute about its effect or interpretation shall be in Pierce County, Washington. This Agreement does not create a relationship of agency between the parties, nor is either party a representative of the other for any purpose not expressly described herein, nor does Donor by this Agreement or Donor's performance hereunder obtain any legal interest in the Vehicle. Each Exhibit referenced in this Agreement and attached hereto is by this reference fully incorporated herein.

AGREED AND EXECUTED effective on the first day of the Term, by and between:

	old E. LeMay Museum, Igton non-profit corporation	Donor			
By:	Dominic Dobson				
Its:	Chief Development Officer				
Agreed:		Responsible Party			
Exhibits:	"A" - Donor's Program Application				

"B" - LeMay Display Standards



The Harold E. LeMay Museum – Dealership Adopt-an-Auto – Program Application

To be completed by the donating dealership, by an authorized representative responsible for its participation in the LeMay Museum's "Adopt-an-Auto" Program.

DONOR INFORMATION

Applicant (Individual or Entity):
Responsible Person:
Same
Address/City/State/Zip:
Telephone: Office:
Mobile:
Email Address:
Following section to be completed by the Museum after the donor selects the vehicle from among those which the Museum offers for adoption, based upon the vehicles location, the "Adopt-an-Auto" Program Level selected by the donor, and the planned amount of restoration work
VEHICLE INFORMATION
Year, make and model:
Color, other description:
Vehicle ID#:
Museum Stock #:
Planned restoration: (attached detailed work plan, if needed)

^{**}general description subject to the Museum's Conservation Plan, which may be amended as provided in the *Adopt-an- Auto* Agreement

Cash payment options:
\$5,000 tax-deductible donation, payable in full at signing
\$5,000 tax-deductible donation, payable quarterly as follows: \$1,250 at signing; \$1,250 on or before Dec. 31, 2010; \$1,250 on or before March 31, 2011; \$1,250 on or before June 30, 2011 and \$1,250 on or before Aug. 31, 2011
Benefits:
 Display the adopted car in your showroom from completion until September 1, 2011 An evening event in the new Museum's "Club Room" for up to 50 guests Co-promotion on our www.lemaymuseum.org website and OpenRoad magazine Twenty-five single-use Museum admission tickets & discounts on more A two-year "Gold" level membership - a \$1,000 value - Benefits include: a) Unlimited admission for 2 adults, 2 guests and 6 children b) One-year subscription to OpenRoad magazine c) Discount on Museum merchandise d) Recognition in Milestones, the Museum's annual report e) Access to the "Members Only" section of the website Engraved badge, history and photo in a custom portfolio Badge permanent attached to the car with dealers name
APPLICATION SUBMISSION
Applicant's Certification:
I certify that the above information is correct, and I understand that my donation will be due only if and when the <i>Adopt-an-Auto</i> Agreement fully executed by me and the Museum, and only then will either party be obligated to perform any duty related to the Program or the Application.
Date Submitted:, 20 Signature of Responsible Person
☐ I /We wish to remain anonymous and do not approve of our name being used by the Museum on printed materials and it website.
Museum Acceptance:
This Application is accepted by the Museum for review, without accepting any other obligation unless and until the <i>Adopt-an-Auto</i> Agreement executed by both parties.
Dominic Dobson - Chief Development Officer

Name/Title

Signature of Museum Representative