AMERICA'S CAR MUSEUM®

Museum Stock # _____ *Restoration Plan #* _____

The Harold E. LeMay Museum - *Adopt-an-Auto* **"Preservation Level" Agreement**

This Agreement, dated _____, 20___ for identification purposes only, is entered into by and between The Harold E. LeMay Museum, a Washington non-profit corporation ("Museum"), and _____, a(n) _____ ("Donor"), for the purpose of jointly participating in the Museum's *Adopt-an-Auto* program ("Program"). The Museum and Donor agree as follows:

1. Purpose of Program. The Program allows Museum members to assist financially in the Museum's restoration, preservation, display and on-going care of a vehicle in the Museum's collection. This enhances the Museum's mission "to preserve and interpret the history and technology of the automobile and its influence on American culture," provides significant promotional opportunities for the Museum, and fosters active relationships between the Museum and its supporters in the collector community.

2. Donation and Adoption. Subject to the provisions of this Agreement, Donor hereby donates Four Thousand, Eight Hundred Dollars ($4,800.00) ("Donation") to the Museum, which shall be payable in the manner specified in Donor's Program Application attached hereto as Exhibit "A". Donor thereby adopts for the period of time ("Term") which begins on _____, 20____ and ends on _____, 20____, the following Museum-owned vehicle ("Vehicle"):

Year, make and model: _____

Color, other description: _____

Vehicle ID #: _____

Museum Stock #: _____

3. Restoration Plan. The Donation is made and intended to wholly or partially fund the Vehicle's repair, improvement and maintenance by the Museum, and shall be used by the Museum in accordance with the restoration plan developed by the Museum's Collection Management staff and approved by the Collection Committee of the Board of Directors ("Restoration Plan"). Donor understands that the Museum reserves the right to revise the Restoration 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 to restore the Vehicle is thereby increased to exceed the amount of the Donation, the Museum shall be responsible to pay the excess, and if the cost is thereby decreased, the balance of the Donation not used to restore the Vehicle shall be hereby released from restriction by Donor and may be used by the Museum to restore one or more other vehicles or for any other purposes in keeping with its mission; and in either event, there shall be no change in the Donation amount or the timing for Donor's payment thereof.

4. Vehicle Photo Session. 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 in Section 5 below, Donor may schedule a professionally run Photo Shoot in accordance with the Museum's photo studio and photographers schedule. The Photo Shoot will occur within the Museum's photo studio, under the direction of Museum management. The Donor may bring up to eight (8) people to the scheduled shoot and will receive both digital images and one (1) 8" x 10" print of the car and donor(s). The Museum will strive to make available a variety of backgrounds for the photo, which may change from time to time.

5. Conditions to Donor Photo Shoot. Donor's Photo Shoot, in and around the approved Vehicle, shall be permitted only after the entire Donation has been received by the Museum, and shall be subject to Donor's strict adherence to each of the following conditions during the entire Term:

5.1 Museum Membership. Donor shall be a member of the Museum's "Drivers Club – Bronze Level" as specified in Donor's Program Application.

5.2 Limited Use: 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.

6. Miscellaneous. 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:

The Harold E. LeMay Museum, a Washington non-profit corporation	**Donor**
By: _____ [Insert Name of Signatory]	_____ [Insert Name of Donor]
Its: _____ Title	
Agreed: _____	_____ Responsible Party

Exhibits: "A" - Donor's Program Application

AMERICA'S CAR MUSEUM®

The Harold E. LeMay Museum - *Adopt-an-Auto – Preservation Level* **Program Application**

To be completed by the individual donor or, if a car club, association or business, by an authorized representative responsible for its participation in the LeMay Museum's "Adopt-an-Auto" Program.

PERSONAL INFORMATION

Applicant (Individual or Entity): _____

Responsible Person: _____

Address/City/State/Zip: _____

Telephone: Home: _____ Mobile: _____

Email Address: _____

Adopt-an-Auto **Program Level**

_____ **"Preservation" Level - $4,800 Member Donation**

Full payment required when Agreement is signed, or installments of $200 per month for 24 months. Requires minimum of "Driver's Club-Bronze" membership at $100/year. Total fee is $4,900 for non-Members. This is a donation designed to get one of our 900+ cars ready for inclusion into the New Museum and will include a 5-year recognition on the particular vehicle and rights to use car for photos on the Museum campus in Tacoma, upon completion.

Payment Schedule: Full payment $_____ on _____, 20_____
Installments $_____ per month, for _____ months, ending on _____, 20____

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 **: _____

_____

_____

_____

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

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 *Adopt-an-Auto* Agreement is fully executed by me and the Museum, and only then will either party be obligated to perform any duty related to the Program or this Application.

_____ Date Submitted: _____, 20_____

Signature of Responsible Person

☐ **I /We wish to remain anonymous and do not approve of my name being used by the Museum on printed materials and its website.**

Museum Acceptance:

This Application is accepted by the Museum for review, without accepting any other obligation unless and until the *Adopt-an-Auto* Agreement is executed by both parties.

_____ _____

Signature of Museum Representative Name/Title