



AMERICA'S CAR MUSEUM®

Museum Stock # _____

Restoration Plan # _____

The Harold E. LeMay Museum - Adopt-an-Auto "Tour 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 _____ Dollars (\$ _____) ("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"), which is attached hereto as Exhibit "B". 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 Use and/or Display. 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 transport to, store at and enter the Vehicle in only the following show or event: (only applicable for "Show Tour" and "Grand Tour" levels)

Event Name and Location: _____
Event Dates: From _____ to _____
Transport Terms: _____
Storage Terms: _____

5. Conditions to Donor Usage. Donor's use of the approved Vehicle shall be permitted only after the entire Donation has been received by the Museum, and shall also 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 "Club Auto" as specified in Donor's Program Application.

5.2 Museum Volunteer. At all times during the event Donor shall designate and identify the Vehicle as part of the Museum's collection, and him/herself as a Museum Volunteer.

5.3 Insurance: Donor shall maintain in effect the policy of personal automobile insurance which fulfills the requirements identified in Donor's Program Application attached hereto as Exhibit "A", and shall provide a copy of the policy to the Museum upon request. So long as Donor complies with each other provision of this Agreement, the Museum shall maintain in effect on the Vehicle a comprehensive policy of insurance; provided that, should there occur any damage or loss to the Vehicle during Donor's use as provided herein, Donor shall be responsible for payment of the Museum's insurance deductible up to _____ Dollars (\$_____).

5.4 Driver Certification: Donor shall maintain in effect a valid U.S. driver's license, a copy of which shall be provided to the Museum before taking delivery of the Vehicle; and shall have taken and passed the Museum's Driver Certification course before such delivery.

5.5 No Other Driver: Donor shall not permit any other person to operate the Vehicle unless the other person has first complied with each of the above conditions and been approved in writing by the Museum as a driver of the Vehicle

5.6 Limited Use: The Vehicle may be used only for the purposes approved in this Agreement, and not for racing nor for any 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.

5.7 Expenses: Donor shall be solely responsible to pay all expenses incurred in connection with his/her participation in the event, including without limitation each of the following: transportation to, and/or from, the event; storage at any location other than a "Club Auto" facility; fuel, lubricants and other operating costs; event entry fees; and all other expenses incurred in connection with Donor's use and control of the Vehicle as provided herein.

5.8 Repairs: Should the Vehicle be subject to breakdown or require any repair during Donor's use, Donor shall contact the Museum for authorization before allowing any repair to be done, and each such repair authorized by the Museum shall be closely supervised by Donor to ensure it results in no negative impact on the Vehicle or its value. The Museum in its sole discretion may prohibit any such repair by Donor or a third party and require Donor to transport the Vehicle back to the Museum's site, with which requirement Donor shall promptly comply.

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
"B" - Restoration Plan



AMERICA'S CAR MUSEUM®

The Harold E. LeMay Museum - Adopt-an-Auto - 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 AND INSURANCE INFORMATION

Applicant (Individual or Entity): _____

Responsible Person: _____

Address/City/State/Zip: _____

Telephone: Home: _____ Mobile: _____

Email Address: _____

Drivers License No. & State: _____

Insurance Co. Name, Policy No.*: _____

Name of Insured: _____

* Minimum coverages: comprehensive, general liability and collision, \$500,000/\$1,000,000

Adopt-an-Auto "Tour Level" Programs [select one]

_____ "Show Tour" Level - \$20,000 Member Donation

Full payment required when Agreement is signed, or 50% when signed and 50% within 6 months. Requires minimum of "Club Auto" membership at \$1,200/year. Total fee is \$21,200 for non-Members. Authorizes use of Museum vehicle for longer tours (e.g., Pebble Beach Motoring Classic, Colorado Grand).

Payment Schedule: First payment \$ _____ on _____, 20__

Second payment \$ _____ on _____, 20__

_____ "Road Tour" Level - \$10,000 Member Donation

Full payment required when Agreement is signed, or 50% when signed and 50% within 3 months. Requires minimum of "Club Auto" membership at \$1,200/year. Total fee is \$11,200 for non-Members. Authorizes use of Museum vehicle for shorter 2-day tours (e.g., Kirkland Concours "Tour d' Elegance".)

Payment Schedule: First payment \$ _____ on _____, 20__

Second payment \$ _____ 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 agree to submit copies of my driver's license and insurance policy to the Museum upon request. 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.

Signature of Responsible Person Date Submitted: _____, 20__

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