GIFT or LOAN Agreement

This AGREEMENT is made and entered into this ___ day of _____, 201_, by and between _____

donor or donor representative name and address, hereafter referred to as the "DONOR", the City of Key West, Florida, a municipal corporation of the State of Florida, whose address is 1300 White St., Key West, Florida 33040, hereafter referred to as the "CITY". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT.

WHEREAS, DONOR desires to donate to the CITY _____
describe the items to be donated or loaned, the location for the installation of such items, and

WHEREAS, CITY desires to accept the donation of **items to be accepted as donation or loan and recognition of any associated donations of dedicated funds for the maintenance, operation, and conservation of the donation.**

WHEREAS, the parties wish to reduce to writing the rights and responsibilities of the parties, and
IN CONSIDERATION of the mutual promises and covenants contained herein, the parties agree as follows:

Article 1. Obligations of the Donor

1. DONOR, at his sole cost and expense, will _____**detailed description of offer.** Prior to installation, the design and scope of the donation or loan and commemorative plaque/monument will be approved by the CITY and the Art in Public Places Committee. DONOR shall be responsible for obtaining all necessary permits and other approvals for the installation of the **donation**.

2. In addition to the construction and installation of the **donation or loan** and commemorative plaque/monument, DONOR shall donate the sum of $_____ to the CITY, which sum shall represent the anticipated operating expenses, including, but not limited to, **list the anticipated items for which costs would be accrued and funds allocated** for the **length of time funds are expected to support the work** period commencing on the effective date of this Agreement. Included in this sum shall be **amount required for de-installation of work** reserve for the removal of the **installed donated Art** in the event CITY elects to remove the **donation** and commemorative plaque/monument as provided for herein below.

3. With the assistance of support entities or donor partners, DONOR shall use his best efforts attempt to secure additional funding for the maintenance and operating expenses of the donation or loan through an annual sponsorship program. However, nothing herein shall be interpreted to imply that DONOR guarantees any result and DONOR assumes no additional liability for the success of the sponsorship program.

4. In connection with the **donation or loan**, DONOR shall put in place an education/information component through the website http://www.cityofkeywest-fl.gov/AIPP which will include text, photos, and audio and/or video clips with information regarding the donation to the City. This website shall be maintained by the AIPP Administrator.

Article 2. Obligations of the City

1 .Upon the CITY's acceptance of the **donation or loan** referred to in paragraph 2 above, the **donation or loan** and commemorative plaque/monument shall become the sole property of the CITY. Thereafter, CITY

shall be solely responsible for all expenses associated with operating and maintaining the **donation or loan**, and DONOR shall have no further responsibility or liability for those expenses. Further, upon the CITY's acceptance of the **donation or loan** referred to in paragraph 2 above, the CITY shall have the unfettered right, in CITY's sole discretion, to alter or remove the **donation or loan** and commemorative plaque/monument. In the event CITY removes the **donation or loan** and commemorative plaque/monument at a time when all or a portion of the funds referred to in paragraph 2 above remain unspent, CITY shall return the balance of those funds to DONOR.

Article 3. General Legal Provisions

1. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

2. In the event of litigation affecting the rights of either party under this Agreement, the losing party shall pay the prevailing party's costs, expenses, and Attorney's Fees incurred in the enforcement of the prevailing party's rights hereunder, including those pertaining to appeals.

Article 4. Signatures

This AGREEMENT constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

CITY OF KEY WEST, FLORIDA

By: _____

City Manager, _____

GIFT REPRESENTATIVE

By:_____

Name:_____

ATTEST:

_____

Dated this _____ day of _____, 201_
City Clerk of the City of Key West