

## **AGREEMENT**

**THIS AGREEMENT**, made on this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the undersigned ("Owner"), and the Birmingham Botanical Society, a non-profit corporation organized under the laws of Alabama with its principal place of business at 2612 Lane Park Road, Birmingham, Jefferson County, Alabama, 35223 (the "Society").

In consideration of the following mutual promises, the parties agree as follows:

### **SECTION ONE. SUBJECT MATTER OF LOAN**

The object(s) described on Exhibit A hereto is (are) received by the Society for the purpose of public display, and for no other purpose.

### **SECTION TWO. DURATION OF LOAN**

The described object(s) loaned to the Society shall remain in the possession of the Society for a period of \_\_\_\_\_ from the day of this Agreement, but may be withdrawn from display at any time by the Owner or the Society.

### **SECTION THREE. SURRENDER OF PROPERTY**

The described property will be returned only to Owner or to Owner's authorized agent or representative, or, in the event of the death of Owner, to the authorized legal representative of the estate of Owner.

### **SECTION FOUR. CARE OF PROPERTY**

The Society will exercise the care in respect to the described property as the Society does in safeguarding its own property, but the Society does not accept responsibility for any loss of or damage to any property exhibited or stored in the buildings belonging to or used by the Society. Neither the Society nor the City of Birmingham, Alabama, or any of its agencies or offices, nor any of their employees, officers, or agents, shall be liable for any loss or damage to the property, and Owner hereby releases each of them from any such liability. If Owner elects to maintain insurance on the property, the Society accepts no responsibility for any error or deficiency in information furnished to or by Owner's insurers nor for lapses in coverage.

**SECTION FIVE.  
CONDITION OF PROPERTY AT TIME OF LOAN**

The absence of any notation on this Agreement as to the condition of the described property at the time it was received by the Society shall not mean it was in good condition on receipt.

**SECTION SIX.  
REQUEST FOR REMOVAL BY SOCIETY**

The Society may request removal of the described property at any time by sending written notice by certified mail to Owner at the address of Owner as shown in this Agreement (or to the last change of address sent by Owner to the Society). If Owner shall not withdraw such property within thirty (30) days from the date of such notice, then the Society shall have the absolute right to store such property in any manner the Society may elect and to charge storage fees and to have and enforce a lien for such fees.

**SECTION SEVEN.  
INDEMNIFICATION**

Owner agrees to indemnify and hold the Society, its officers, directors, employees, and agents, and the City of Birmingham, Alabama, its officers, employees and agents, harmless from and against any and all liability, loss or costs (including reasonable attorney's fees) arising out of any claim, action, or proceeding alleging ownership of or claim to the property or violations of copyright or intellectual property laws.

**SECTION EIGHT.  
CHANGE OF ADDRESS**

It is incumbent on Owner to notify the Society of any change of address. In case of death of Owner, the legal representative of Owner is requested to notify the Society in writing within thirty (30) days of the death of Owner, with information as to whom and where notices should be sent.

**SECTION NINE.  
PUBLIC DISPLAY**

Acceptance of the loan of the described property by the Society does not imply the objects listed will be on extended public display by the Society.

**SECTION TEN.  
PHOTOGRAPHS OF PROPERTY**

Unless the Society is notified in writing to the contrary, it is understood that the loaned property may be photographed and reproduced in the Society's publications and for publicity purposes connected with any exhibition, and that photographic slides may be made and distributed for educational use.

**SECTION ELEVEN.  
ALTERATION OR CHANGE OF AGREEMENT**

The conditions prescribed in this Agreement shall apply to all property sent to the Society on loan and cannot be altered, changed, waived, or otherwise affected except by written consent of the Society.

**IN WITNESS WHEREOF**, each party has caused this Agreement to be executed on the day and year first above written.

OWNER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(address)

BIRMINGHAM BOTANICAL SOCIETY

By \_\_\_\_\_  
Its \_\_\_\_\_