

LENDING AGREEMENT

THIS LOAN made pursuant to this Agreement as of the __ day of __, __, by and between THE CARRIAGE MUSEUM OF AMERICA of Lexington, Kentucky ("Owner") and _____, of _____ ("Borrower"),

WITNESSETH:

In consideration of the mutual covenants and agreements contained herein and intending to be legally bounded hereby, Owner and Borrower hereby agree with each other as follows:

1. Property. Owner hereby loans to Borrower, for the terms and subject to the conditions and covenants set forth in this Loan, the carriages and accessories listed on Schedule A attached hereto and incorporated herein by reference (the "Property").
2. Term. The term of this Loan shall commence as of the date hereof and shall continue and renew annually thereafter until terminated as hereinafter provided.
3. Use of Property.
 - Borrower represents that the Property will be used and displayed by Borrower in furtherance of its corporate purposes.
 - Borrower shall not re-loan the Property in whole or in part and Borrower shall not assign the use of the Property without the written consent of Owner.
 - Property may be removed from Borrower's premises for display or other purposes but only with the prior consent of Owner, provided such Property shall continue to be under the direct supervision of Borrower.
 - Property may be used for purposes other than display, but only as specifically identified for such purpose and only with Owner's prior consent to such use; provided, however, Borrower shall be responsible for the repair or value of the Property which is the subject of such use.
 - Upon Owner's request, Borrower shall affix to each item of Property identification of the owner as The Carriage Museum of America, or such other identification as the Owner shall reasonably request.
4. Protection of Property. Borrower agrees, during the term of this Loan, to protect and preserve the Property and to return the Property to Owner clean and in as good order and condition as delivered hereunder, reasonable wear, tear and passage of time excepted. Borrower shall exercise the same precautions for the care and safety of the Property as it exercises with respect to its own property of the same or similar nature. Borrower shall not be required to insure the Property, and shall not be liable for loss, damage or theft of the Property.

The Property shall be stored in dry and secure areas, and the carriages (and related accessories) specifically identified in Schedule A shall not be separated into different buildings or parts of buildings except for display periods.

5. Taxes. Borrower shall pay upon 30 day's notice all personal property taxes levied on the Property, if any.

6. Inspection. Owner, or any agent of the Owner, may enter Borrower's premises to examine and inspect the Property, at such times as Owner deems necessary or appropriate, upon giving reasonable notice to an officer for _____.

7. Damages, Maintenance, and Restoration. Damage or theft of any Property shall be reported to Owner in writing within seven (7) days of occurrence or discovery. Maintenance and cleaning of any Property shall be at Borrower's expense. Any restoration of the Property shall be at Borrower's expense and may only be made with the Owner's prior consent.

8. Photographs. Unless restricted in writing by Owner, the Borrower reserves the right to photograph the Property for use in Borrower's publicity or educational materials,

9. Indemnification. The Borrower agrees that Borrower will indemnify and hold harmless Owner from any loss, damage, claims, suits, or judgments to which Owner may be made liable arising by reason of any injury or death to persons or injury to property, or any claim on an account thereof, resulting from use of the Property by the Borrower or agents, guests or invitees of Borrower.

10. Breach. If Borrower shall fail to keep or perform any of the terms, conditions or covenants herein, Owner may, at Owner's option, immediately declare forfeiture, terminate this Loan, retrieve, where ever located, the Property, and resort to any other legal or equitable remedy.

11. Termination. This Agreement, or its application with respect to any item of Property, may be terminated by either Borrower or Owner upon sixty (60) days prior written notice. Upon the termination of this Agreement, or, with respect to any item of Property, the Borrower shall deliver up the Owner's interest in the Property in good and clean condition as delivered hereunder, reasonable wear, tear and passage of time excepted.

12. Possession. The Property shall remain in the possession of the Borrower for the time specified in this Agreement. The Property will be returned only to the owner or authorized agent at the address stated unless the Borrower is notified in writing to the contrary. If legal ownership of the Property changes during the period of this Agreement, the Borrower may require proof of ownership.

13. Waiver. Failure of Owner to complain of any act or omission on the part of the Borrower, no matter how long such act or omission shall continue, shall not be deemed to be a waiver by Owner of any of her rights hereunder. No waiver by Owner at any time, expressed or implied, of any breach of any provision of this Loan shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision.

14. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties, and their respective heirs, executors, administrators, successors and assigns.

15. Notices. Any notice required or permitted to be given pursuant to this Loan shall be deemed to have been given and received, and to be effective for all purposes when delivered personally or when sent by certified mail to the following respective addresses (or such other addresses as the recipient may hereinafter designate in writing).

Owner:

The Carriage Museum of America
4075 Ironworks Parkway
Building D
Lexington, KY 40511

Borrower:

16. Entire Agreement. This instrument contains the entire and only agreement between the parties and no oral statements or representations or prior written matter not contained in this instrument shall have any force and affect. This Agreement shall not be modified in any way except by a writing executed by both parties.

17. Agent. Owner hereby designates _____, to be its Agent for all purposes of this Agreement.

18. Governing Law. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of _____. The paragraph headings are included solely for convenience and shall in no event affect, or be used in connection with, the interpretation of this Loan.

IN WITNESS WHEREOF, the parties to this agreement set their signatures the day and year above written.

WITNESS:

Owner:
The Carriage Museum of America

Agent

Borrower:

By: _____
Its:

SCHEDULE A
Schedule of Carriages and Accessories