

Charitable Use Loan Agreement

This Charitable Use Loan Agreement (the "**Agreement**") is made and effective as of _____ (the "Effective Date") by and between RML CHARITABLE FOUNDATION TRUST, a Florida Charitable Trust, represented by Richard M. Levine MD, as Trustee ("**Lender**") and _____, a Florida not-for-profit corporation doing business as _____ at _____ (address) (the "**User**", and together with Lender, the "**Parties**," and each, a "**Party**").

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Loan. Lender shall lend and the User shall borrow, during the term set forth in Section 9, one or more of the following enumerated works of art, prints and/or paintings (the "**Paintings**")

The Paintings which will be provided on loan will include one or more of the following original artwork which is further described by the attached Exhibit A in accordance with the terms and subject to the conditions set forth in this Agreement.

(a) Lender verifies that it is a 501(c)(3) operating foundation duly formed in the State of Florida. User represents and warrants that it is tax-exempt under Internal Revenue Code Section 501(c)(3) and further acknowledges that it is classified as a Public Charity under Internal Revenue Code Section 509. Lender agrees to use the Paintings in furtherance of charitable and educational purposes within the meaning of Internal Revenue Code Section 501(c)(3), as is set forth under this Agreement.

2. Delivery and Receipt of the Paintings.

(a) Lender shall deliver the Paintings to the User on or about _____ (the "**Delivery Date**"). If Lender fails to deliver the Paintings by the Delivery Date, the User may terminate this Agreement immediately by providing written notice to Lender, and neither Party will have any obligation under this Agreement.

(b) Lender will deliver the Paintings in such manner as Lender chooses, and will have all risk of loss or damage with respect to the transportation and delivery thereof to and onto the premises of the User. User will take possession of the Paintings on the premises of User and become responsible for the care thereof upon receipt.

3. Ownership and Grant of Rights.

(a) Lender shall retain all rights, title, and interest in and to the Paintings, except for the User's limited right, during the Term, to display the Paintings solely in accordance with this Agreement and accompanied by an easily discernible sign within three (3) feet of

the Paintings identifying the Paintings, in a manner approved by Lender, as being on loan from Lender.

(b) User shall not take or have taken, or make or have made photographs or any other visual reproductions of the Paintings for commercial purposes without the Lender's prior written consent, and shall take reasonable steps to prevent third parties from doing so. Nothing in this Section 3(b) shall be construed to require the User to prevent members of the public from photographing the Paintings unless the User knows or should reasonably know that such photographs are intended for commercial distribution. The User shall take all reasonable steps to prevent members of the public or any third parties from photographing the Paintings in the same manner that User conducts its normal business relating to the ability of visitors and the public to photograph its other exhibited artwork.

4. Standard of Care.

(a) The User shall protect and safeguard the Paintings while in its possession or control from receipt of delivery upon the premises of the User and with at least the same degree of care as the User uses to protect its own paintings and other comparable objects in its possession or control, but in no event with less than a level of care standard in the industry for such works. This shall include maintaining constant and adequate protection of the Paintings from all hazards, including but not limited to fire; water or humidity; insects; dirt; and theft; and from mishandling by unauthorized or inexperienced persons, or by the public. The User shall at all times keep the Paintings clean and in a condition suitable for display but shall not make any repairs or conservation of the Paintings without the prior written consent of the Lender.

(b) The User shall immediately notify Lender of loss of or damage to the Paintings.

(c) [The User shall, at all times during the Term, display the Paintings at _____ and shall not move them to another location except when required in an emergency situation, on a short-term basis to preserve and protect the Painting.]

(d) The User shall not lend the Paintings or otherwise transfer them to a third party or entertain negotiations or communications with third parties with respect thereto without the prior written consent of the Lender, which may be withheld in the Lender's absolute discretion. Any inquiry regarding ownership or provenance of the Paintings shall be referred by the User to the Lender.

(e) The User will maintain all environmental controls with respect to temperature, humidity, and other requirements in a reasonable manner. Environmental conditions will be stable and maintain a temperature and humidity level that will not subject the Paintings to damage or harm.

5. Costs. Each Party to this Agreement will pay its own separate costs with respect to the negotiation and implementation of this Agreement. Lender will pay all costs incurred to facilitate delivery of the Paintings to User, and will pay all Lender approved costs associated with having User personnel present to receive the Paintings, to place the Paintings in the display area, and to house, maintain, and care for the Paintings while they are in User's possession. Lender will be responsible for all costs incurred to receive the Paintings from User on the User's premises upon termination of the loan.

6. Representations and Warranties.

(a) Each Party represents and warrants to the other that:

(i) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and

(ii) the execution of this Agreement by each of the individual[s] whose signature is set forth at the end of this Agreement and the delivery of this Agreement by that Party have been duly authorized by all necessary action on the part of the Party.

(b) Lender represents and warrants to the User that:

(i) it owns all right, title, and interest in the Paintings with full power and authority to grant the rights provided in this Agreement and;

(ii) to the best of its knowledge, the Paintings have not been stolen, illegally imported or exported, or illegally excavated as defined in the 1970 UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property.

7. Limitation of Liability.

(a) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY AND ALL CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT EACH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EACH PARTY HERETO WILL NOT BE RESPONSIBLE FOR ANY LEGAL EXPENSES THAT MAY BE INCURRED BY THE OTHER PARTY AS THE RESULT OF THE EXHIBITION OF THE PAINTINGS, PROVIDED THAT IN THE EVENT THAT THERE IS LITIGATION BETWEEN LENDER AND USER, THE PREVAILING PARTY IN SUCH LITIGATION WILL BE AWARDED REASONABLE ATTORNEY'S FEES

AND COSTS TO BE PAID BY THE NON-PREVAILING PARTY AS DETERMINED BY THE APPLICABLE COURT, CONSISTENT WITH SECTION 11 HEREOF.

8. Term and Termination.

(a) The term of this Agreement (the "**Term**") commences on the Effective Date and shall continue thereafter until _____, unless sooner terminated pursuant to Section 9(b) or Section 9(c) herein.

(b) Each of Lender or User, in its sole respective discretion, may terminate this Agreement at any time after the Effective Date without cause, by providing at least ten (10) days prior written notice to the Lender.

(c) This Agreement may be terminated before the expiration date of the Term on written notice:

(i) by either Party, if the other Party materially breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching Party within ten (10) days after the breaching Party's receipt of written notice of such breach; or

(ii) by Lender, if the User (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency Law, (D) makes or seeks to make a general assignment for the benefit of its creditors, or (E) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.

(d) Upon termination or expiration of the Agreement, the User shall make the Paintings available for pick up by the Lender on a mutually agreed day and time, within ten (10) days, on the premises of the User in a conventional manner.

9. Governing Law. This Agreement and all related documents including all schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Florida.

10. Choice of Forum. The Parties will endeavor to resolve any dispute by engaging in voluntary mediation with a reputable mediator. If any dispute cannot be settled after reasonable attempts to mediate then any litigation shall be conducted in Hillsborough County, Florida by trial **WITHOUT JURY**. The non-prevailing Party in any litigation shall pay for the reasonable attorney's fees and costs incurred by the other Party.

11. No Waiver.

(a) No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement, and signed by an authorized representative of the Party waiving its right.

(b) Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion.

(c) Neither of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement:

(i) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement; or

(ii) any act, omission, or course of dealing between the Parties.

12. No Third-Party Beneficiaries. The Parties do not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

13. Entire Agreement. This Agreement, together with the Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. The Parties have not relied on any statement, representation, warranty, or agreement of the other Party or of any other person on such Party's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement. No amendment to or rescission, termination, cancellation, or discharge of this Agreement is effective unless it is in writing and signed by each Party to this Agreement.

14. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of either Party to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemic, and/or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials. The Impacted Party shall give notice within five (5) business days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's

failure or delay remains uncured for a period of 5 consecutive days following written notice given by it under this Section 15, either Party may thereafter terminate this Agreement upon 5 days written notice.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

**RML CHARITABLE FOUNDATION
TRUST**

By _____

Name: Richard M. Levine MD

Title: Trustee

By _____

Name: _____

Title: _____

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*gec 10.14.23