

**CITY OF SANTA FE  
INCOMING-LOAN AGREEMENT  
For 1928 American LaFrance Fire Truck**

This following terms and conditions of this Incoming Loan Agreement ("Agreement") are agreed upon by the City of Santa Fe, a New Mexico municipal corporation ("Borrower" or "City") and the lender, International Association of Firefighters (IAFF) Local 2059, the legal Owner of the object listed herein (hereinafter referred to as "Lender"), collectively referred to as "Parties."

**PREAMBLE**

**WHEREAS**, The Lender wishes to lend and the City wishes to borrow an antique fire truck as herein described for a static exhibition at the Santa Fe Fire Fighters Museum (hereinafter "Museum") located at 1751 Cerrillos Road, Santa Fe, New Mexico; and

**WHEREAS**, the loaning of the object is on a month-to-month basis; and

**WHEREAS**, this Agreement is not a transfer of ownership or title of the loaned object.

**WITNESSETH**: In consideration of the Parties' promises herein, the Lender hereby gives the City a lease, revocable and terminable pursuant to the provisions of this Equipment Lease Agreement, to use the personal property of the Lessor as follows:

**I. OBJECT**

- a. Lender wishes to lend and City wishes to borrow the following antique fire engine ("Object") for exhibition at the Museum:

Make: 1928 American LaFrance

Model: Triple

VIN No.: 756382

**II. CARE, PRESERVATION AND EXHIBITION**

- a. It is the responsibility of the Lender to assume all costs, expenses, responsibility, and liability for delivery of the Object to and from the Museum.
- b. While the loaned Object is exhibited at the Museum, the City shall exhibit the Object with the same care and security as it exercises with respect to its own property of similar nature exhibited at the Museum and shall make no alterations, changes, additions or repairs to the object without prior permission of the Lender or authorized agent thereof.
- c. This scope of this Agreement is for static exhibition of the Object at the Museum. The City shall obtain prior written authorization from the Lender, or authorized agent thereof, for any use of the Object beyond the scope of the agreed upon exhibit, including without limitation any sub-loans to third parties.
- d. The City may display in a visible location credit or notice of ownership of the loaned object unless Lender desires that no notice be given.
- e. The City may photograph loaned Object for promotional, educational or for any other normal museum purposes. The City may reproduce and allow the

reproduction the loaned object in any medium (including photography or video) for purpose of sale and may allow technical examination without prior written agreement with the Lender.

III. LENDER ACCESS TO AND WITHDRAWAL OF OBJECT

- a. The Object listed herein may be temporarily withdrawn by the Lender, or authorized agent thereof, when notice to the City is given thirty (30) days prior to its removal, or fewer days' notice when agreed to in writing by the City, and proper identification is provided.
- b. The City shall allow any representative of the Lender free and unencumbered access to the Object for inspection during normal business hours or other reasonable times.

IV. NO FEE

City shall not pay a fee to borrow and exhibit the Object from the Lender.

V. TERM AND TERMINATION

- a. This Agreement shall be effective when signed by the City and Lender, whichever occurs last, and shall continue a month-to-month basis, unless terminated, pursuant to Article V.b, below.
- b. Lender or City, or duly authorized agent or legal representative for either, may, for any reason, and with thirty (30) days written notice to all Parties, revoke this Agreement. All conditions of this Agreement shall remain in effect until object has been returned to the Lender's custody. City and Lender may mutually agree upon a shorter number of days before termination, if agreed upon in writing by both Parties.
- c. Lender, or authorized agent thereof, shall notify the City immediately of any change in ownership or intended change, including but not limited to, sale, bankruptcy, dissolution or any circumstance that could effect this Agreement.

VI. NO INTEREST CREATED

City acknowledges that no ownership interest of any kind whatsoever in the Object is conveyed by this Agreement or by possession of the Object pursuant to the Agreement. This Agreement shall not be assigned by the City.

VII. RELEASE

The Lender, upon termination of this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Lender agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Lender has express written authority to do so, and then only within the strict limits of that authority.

VIII. INSURANCE

It is the responsibility of the Lender to provide any insurance coverage of the loaned Object that Lender desires while the Object is in custody of the City. Lender agrees to indemnify and hold harmless the City from any damage, loss or liability resulting

from damage to or the exhibit of the loaned Object while in custody of the City. In case of any damage or loss, the City, must be immediately provide notice of such loss or damage to the Lender upon the City's knowledge of such loss or damage.

IX. INDEMNIFICATION

The Lender shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Lender's performance under this Agreement as well as the performance of Lender's employees, agents, representatives and subcontractors.

X. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, *et seq.* NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

XI. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the Parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Lender. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

XII. APPLICABLE LAW; CHOICE OF LAW; VENUE

Parties shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Parties agree that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

XIII. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

XIV. NOTICE

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

If to the Borrower:

City of Santa Fe, Fire Department Chief  
200 Murales Road  
Santa Fe, NM 87501

If to Lender:

President, IAFF Local 2059  
P.O. Box 15372  
Santa Fe, NM 87592

Notice via email shall suffice if the recipient (Fire Department Chief or President of the Lender) confirms receipt of the emailed notice.

XV. HEADINGS; INTERPRETATION

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Equipment Lease Agreement.

XVI. RIGHT TO ENTER INTO AGREEMENT

The Lender as shown on this Agreement, warrants that it is the legal owner of the object shown herein and has the right to enter such an agreement. Lender further warrants that there are no liens, taxes, nor other obligations held upon the object listed in this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

BORROWER, CITY OF SANTA FE:

  
ERIK LITZENBERG,  
INTERIM CITY MANAGER,

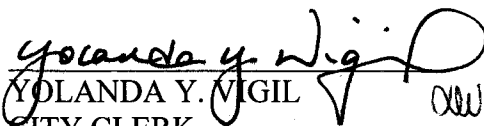
DATE: 6/22/18

LENDER, IAFF LOCAL 2059:

  
NAME AND TITLE

DATE: Jason Arwood  
President

ATTEST:

  
YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

  
GENO ZAMORA  
INTERIM CITY ATTORNEY