

DONATION AGREEMENT

This is a Donation Agreement (the "Donation Agreement") between Fairfield Township, a political subdivision in the State of Indiana ("Donor"), located at 718 Wabash Avenue, Lafayette, Indiana and the Tippecanoe County Historical Association, a nonprofit organization ("Donee"), located at 1001 South Street, Lafayette, Indiana. This Donation Agreement is dated and effective as of the _____ day of _____, 2023.

RECITALS

This Donation Agreement is made and entered into on this basis of the following facts and understandings of the parties hereto:

- A. Donor owns and maintains records that Donee deems historical in nature ("Property"). Said Property has been inspected by Donee and is identified on Exhibit A.
- B. Donor acknowledges that it possesses the sole copyright, trademark and related interests in the Property.
- C. Donor is willing to gift the Property to Donee with one condition: Donee will provide to Donor both a print and a digital copy of each item identified on Exhibit A.
- D. Donee is willing to accept the Property from Donor.
- E. The parties agree and represent that the fair market value of the Property is priceless.

AGREEMENT

1. Donee Conditions

- 1.1: Donor understands the Property gifted to Donee may not be permanently exhibited by Donee.
- 1.2: Donor understands that the Property may not be kept intact.

1.3: Donee retains the right to dispose of the Property in order to bring about adjustments under changing conditions, whether by donation to other museums, or by sale or exchange.

1.4: Donor understands it may not reclaim the Property.

1.5: Donor grants to Donee permission to use any written material and/or transcribed tape interviews, provided proper credit is given to Donor.

1.6: If so desired, Donor may seek appraisals of the Property for tax-deduction purposes by an independent appraiser.

2. **Acknowledgements and Release.**

2.1 Donee acknowledges that Donee is accepting the property solely in reliance on Donee's own investigation, and the property is in "as is, where is" condition with all faults and defects, latent or otherwise. Donee expressly acknowledges that, in consideration of the agreement of Donor herein, and except as otherwise specified herein, Donor makes and has made no representations or warranties, express or implied, or arising by operation of law, including, but not limited to, any warranty as to condition, merchantability or fitness for a particular use or purpose, with respect to the property or any matter related thereto, or (without limitation) to any matter relating to the property.

2.2 Release.

(a) Donee fully releases and discharges Donor from and relinquishes all rights, claims and actions that Donee may have or acquire against Donor which arise out of or are in any way connected with the condition of the property, the presence of property (including but not limited to any undiscovered hazardous materials located beneath the surface of the Property), and violations of any hazardous materials laws pertaining to the property or the activities thereon. This Release applies to all described rights, claims and actions, whether known or unknown, foreseen or unforeseen, present or future.

(b) For purposes of this Section, all references to "Donor" shall include Donor's heirs, successors, personal representatives, assigns, and agents.

(c) The provisions of this Section shall survive the termination of this Donation Agreement.

3. General Provisions

- 3.1 Successors and Assign. This Donation Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. After execution of the Donation Agreement, Donee has the right to transfer, assign, sell, lease, dispose of, or encumber Donee's rights to the Property without Donor's approval.
- 3.2 Entire Agreement. This Donation Agreement contains the entire agreement between the parties concerning the donation of the Property, and supersedes all prior written or oral agreements between the parties to this Donation Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.
- 3.3 Time of Essence. Donor and Donee hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Donation Agreement and that the failure to timely perform any of the terms and conditions by either party shall constitute a breach and default under this Donation Agreement by the party failing to so perform.
- 3.4 Partial Invalidity. If any portion of this Donation Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Donation Agreement and the remaining parts shall remain in full force as though the invalid, illegal, or unenforceable portion had never been part of this Donation Agreement.
- 3.5 Governing Law. The parties intend and agree that this Donation Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
- 3.6 No Third Parties Benefits. No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Donation Agreement.

3.7 Waivers. No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either party of the same or any other provision.

3.8 Captions. The captions and section numbers of this Donation Agreement are for convenience and in no way define or limit the scope or intent of the sections of this Donation Agreement.

3.9 Counterparts. To facilitate execution, this Donation Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

3.10 No Presumption. All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Donation Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Donation Agreement would be construed or interpreted against the party causing the document to be drafted.

3.11 Notices. Any notices or other communication required or permitted under this Donation Agreement shall be in writing, and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) by overnight delivery by a reputable courier to the address of the party set forth in this Section or (d) telecopied to the Fax number of the party set forth in this Section. Such notice or communication shall be deemed given (i) if sent by personal delivery or by overnight courier, when delivered in person, (ii) if sent by telecopier, when evidence of successful transmission by telecopier has been received by sender or, (iii) in the case of mailed notice, forty-eight (48) hours following deposit in

the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donor: Fairfield Township
 Attn: Trustee
 718 Wabash Ave.
 Lafayette, IN 47905

Courtesy Copy: Taft Law
 c/o Beth Copeland
 One Indiana Square
 Suite 3500
 Indianapolis, IN 46204

If to the Donee: Tippecanoe County Historical Association
 c/o
 1001 South Street
 Lafayette, IN 47901

[The rest of this page is blank]

DONOR:
Fairfield Township

Signature: _____
Print Name: _____
Title: _____
Date: _____

DONEE:
Tippecanoe County Historical Association

Signature: _____
Print Name: _____
Date: _____

Exhibit A

Item	Description