

## AGREEMENT AND MEMORANDUM OF UNDERSTANDING

This Agreement and Memorandum of Understanding is made this \_\_\_\_ day of \_\_\_\_\_, by and between the \_\_\_\_\_ Company/Camp of the Daughters of Utah Pioneers (the “\_\_\_\_\_ DUP”), the International Society Daughters of Utah Pioneers (“ISDUP”) and \_\_\_\_\_, a \_\_\_\_\_ corporation, (the “\_\_\_\_\_”).

### RECITALS

1. The \_\_\_\_\_ DUP and ISDUP are associations organized for the purpose of perpetuating the names and achievements of persons who came to Utah as pioneers before the completion of the trans-continental railroad in 1869.
2. The \_\_\_\_\_ DUP and ISDUP are owners and collectors of pioneer artifacts which are displayed for historical, educational, and public purposes in museum open to the general public.
3. The \_\_\_\_\_ DUP is the legal owner of the artifacts (the “Artifacts”) displayed in the \_\_\_\_\_ building (the “\_\_\_\_\_ Building”), maintains the Artifacts and gives guided tours explaining the historical and educational importance of the Artifacts. Under the Constitution and Bylaws of ISDUP and the \_\_\_\_\_ DUP, all Artifacts donated to the \_\_\_\_\_ DUP become the legal property of the \_\_\_\_\_ DUP and title to the Artifacts may not be returned to their former owners, sold or loaned for any purpose except as noted in the 3G under The Artifacts.
4. The \_\_\_\_\_ DUP and the \_\_\_\_\_ recognize the need and the public benefit for the \_\_\_\_\_ Building to continue to be home to the Artifacts and for the Artifacts to continue to complement the \_\_\_\_\_ Building. Based upon this interdependency of the \_\_\_\_\_ Building and the Artifacts, the parties desire to cooperate with each other in the operation of the \_\_\_\_\_ Building and the Artifacts, the parties desire to cooperate with each other in the operation of the \_\_\_\_\_ Building and the display of the Artifacts for the citizen and tourist in \_\_\_\_\_, \_\_\_\_\_ County, Utah.

In order to protect and preserve the pioneer heritage of the Artifacts and to continue to display the Artifacts as part of the \_\_\_\_\_ Building and to enhance the experience of visitors to the \_\_\_\_\_ Building, the parties have entered into this Agreement establishing and memorializing the duties and responsibilities of each of the parties respecting the Artifacts and the \_\_\_\_\_ Building.

NOW, THEREFORE, in consideration of the foregoing and the mutually agreed upon promises hereinafter set forth, the parties hereto agree as follows:

1. Ownership of the Artifacts. The parties agree that legal title to the Artifacts and the display cases is, in accordance with the Bylaws of the \_\_\_\_\_ DUP and ISDUP, belongs to the

\_\_\_\_\_DUP. It is the desire of the \_\_\_\_\_DUP and ISDUP to continue to display the Artifacts in the \_\_\_\_\_Building. If the \_\_\_\_\_DUP is unable or unwilling to care for the Artifacts, ownership of the Artifacts and the cases will revert from the \_\_\_\_\_DUP to ISDUP and ISDUP would be the successor to the \_\_\_\_\_DUP in the ownership of the Artifacts and cases.

2. Record of Artifacts. The parties agree that it is necessary and desirable that an updated inventory of the Artifacts currently housed in the \_\_\_\_\_Building should be immediately undertaken by the \_\_\_\_\_DUP in order to help safeguard the Artifacts from potential loss by theft, and to preserve the history of the Artifacts.
3. Inventory of Artifacts.
  - (A) The parties agree that in creating and keeping a permanent record of the Artifacts, it is necessary and desirable that the \_\_\_\_\_DUP undertake an updated inventory of the Artifacts if a current inventory is not available. The parties desire that the Inventory of Artifacts be an accurate and updated inventory showing, to the extent possible, the following information: (a) each Artifact by name, complete description and condition; (b) its catalog number; (c) its history, if known; and (d) the donor's name, address, and date of donation.
  - (B) An Artifacts Board shall be appointed by the \_\_\_\_\_DUP from its members. The artifacts Board shall consist of three members each of who shall have voting rights. The chairperson shall be appointed by the President of the \_\_\_\_\_DUP. The artifacts Board shall be responsible to undertake the inventory of the Artifacts required by Paragraph 3A, shall be responsible for all decisions regarding the Artifacts consistent with the Bylaws of the DUP.
  - (C) The Artifacts Board shall, using all available community resources, including, but not limited to, the list of Artifacts kept by the \_\_\_\_\_DUP Custodian of Artifacts, and any list of Artifacts kept by the \_\_\_\_\_DUP Custodian of Artifacts, and a list of Artifacts which may be in the files of the \_\_\_\_\_DUP or International DUP and any list, inventory or catalog kept or undertaken by the \_\_\_\_\_ of the Artifacts. The Inventory shall, if possible, be kept in both written and computerized form.
  - (D) Upon completion of the Inventory of the Artifacts by the Artifacts Board, a copy of the Inventory of Artifacts will be: (1) attached to this Agreement and incorporated herein by reference as Exhibit "A"; (2) One copy shall be delivered to the \_\_\_\_\_; (3) one copy shall be delivered or mailed to ISDUP, Attention: President; (4) one copy shall be retained by the \_\_\_\_\_DUP President.
  - (E) The parties agree that any new Artifacts donated for display in the \_\_\_\_\_Building shall be added to the Inventory of Artifacts at the time of receipt or within a reasonable period of time thereafter, and copies of the updated inventory shall be delivered or mailed annually as described in Subparagraph (D) above.
  - (F) The parties agree that the \_\_\_\_\_DUP will, pursuant to the Bylaws of ISDUP, be responsible for the accessioning of all incoming acquisitions and donations of Artifacts. All incoming artifacts become the property of \_\_\_\_\_DUP.
  - (G) No Artifacts will be loaned, removed, destroyed, or de-accessioned from the \_\_\_\_\_Building by the Artifacts Board or any other person, except that the Artifacts which are temporarily removed from the \_\_\_\_\_Building by the \_\_\_\_\_DUP for

conservation or care upon providing a written record of custody showing when the Artifact was removed, the date and party who removed it, who returned it, the date of return, where the Artifact was taken for cleaning or repair, the reason for the need of removal, and a brief statement describing the cleaning or repairs which are or were made to the Artifact.

4. Efforts to Ensure Future Display of the Artifacts. In the event that for any reason, the \_\_\_\_\_, at some future date, is unwilling or unable to operate the \_\_\_\_\_ Building or provide a reasonable climatic atmosphere for the Artifacts, the \_\_\_\_\_ DUP shall, at its option, have the right to find other locations in \_\_\_\_\_ City and/or \_\_\_\_\_ County, Utah willing to house the Artifacts where they may be appropriately displayed in a building open to the public. If no suitable location is found in \_\_\_\_\_ City or \_\_\_\_\_ County, the \_\_\_\_\_ DUP may, at its option, remove and relocate all or a portion of the Artifacts to ISDUP museum in Salt Lake City, Utah, or other DUP sponsored museums who are willing to house all or portions of the Artifacts as provided in the DUP Bylaws.

### **RESPONSIBILITIES**

5. Ownership of \_\_\_\_\_ Building. The parties acknowledge that the \_\_\_\_\_ Building real property and the improvements constructed thereon located in \_\_\_\_\_, Utah is owned by \_\_\_\_\_.
6. Operation of the \_\_\_\_\_ Building.
- (A) Under the sole direction and supervision of \_\_\_\_\_, \_\_\_\_\_ shall be responsible for:
- (1) Repairing, maintaining and replacing the fixtures and facilities of the \_\_\_\_\_ Building, including the interior and exterior, but not limited to the \_\_\_\_\_ Building grounds, (building signage, window, landscaping, parking lots, light bulbs, ultra-violet light film screening on the lights, carpets and drapes and/or blinds where applicable) consistent with reasonable standards, all utilities and snow removal along the sidewalks, stairs, parking areas, and entry ways from the street to the sidewalk.
  - (2) Providing external security for the \_\_\_\_\_ Building and interior security devices to protect the Artifacts contained therein from theft and vandalism. If the \_\_\_\_\_ Building will be used jointly by both parties, when the \_\_\_\_\_ Building is open to the public at house other than those mutually agreed upon pursuant to the provisions of Paragraph 9 or is open for special use by the \_\_\_\_\_, the \_\_\_\_\_ shall be responsible to provide staff personnel who will, in addition to their other duties, be responsible for the security of the Artifacts. Likewise, when the \_\_\_\_\_ Building is open to the public and staffed by the \_\_\_\_\_ DUP, the \_\_\_\_\_ DUP shall be responsible to provide staff personnel who will, in addition to their other duties, be responsible for the security of the Artifacts. Likewise, when the \_\_\_\_\_ Building is open to the public and staffed by the \_\_\_\_\_ DUP, the

\_\_\_\_\_DUP shall be responsible to provide staff personnel who will, in addition to their other docent duties, be responsible for the security of the Artifacts.

(B) The \_\_\_\_\_ shall have responsibility for the care of the \_\_\_\_\_ Building.

7. Repair and Maintenance. The parties agree that the \_\_\_\_\_, at its sole expense, shall be responsible for repair, maintenance, replacement, and operation of the \_\_\_\_\_ Building and may close it in its discretion for necessary repairs and maintenance. The \_\_\_\_\_ shall provide the \_\_\_\_\_DUP with reasonable advance notice of these closures. The \_\_\_\_\_ DUP shall be provided three keys to the doors within the \_\_\_\_\_ Building so that they may have access to the Artifacts at all times.
8. Insurance. The \_\_\_\_\_ shall provide fire and liability insurance for the \_\_\_\_\_ Building. The \_\_\_\_\_DUP shall be named as an additional insured for liability purposes only. The \_\_\_\_\_ shall not be responsible to provide insurance coverage on the Artifacts owned by the \_\_\_\_\_ DUP.

### \_\_\_\_\_DUP RESPONSIBILITIES

9. Hours of Operation.
  - (A) The \_\_\_\_\_DUP will provide museum guides or docents to explain the Artifacts to visitors in the \_\_\_\_\_ Building. The \_\_\_\_\_ and the \_\_\_\_\_DUP shall determine the hours of operation open to the public.
10. Training of Guides. The \_\_\_\_\_DUP agrees to train the museum guides or docents so that they understand the historical importance of the Artifacts and can provide tours of the Artifacts on display in the \_\_\_\_\_ Building.
11. Accuracy of Information. It is very important that all information displayed regarding the Artifacts be accurate. If any party has cause to believe that any of the signs describing the Artifacts are not correct or contain erroneous information, the \_\_\_\_\_DUP will verify and make any correction necessary.
12. Museum Mission Statement of DUP. All parties recognize that ISDUP has adopted all the following mission statement and acknowledge the validity thereof:

The International Daughters of Utah Pioneers museums mission is to collect, preserve, and display the Artifacts belonging to the Utah Pioneers who settled the Territory of Deseret from 1847 to May 10, 1869. The open storage policy and donor based evaluation of artifacts, establish collections which represent the entire pioneer community; and which serve as easily accessible education/research facilities for both descendants and the greater community.

13. Open Storage Policy of DUP. All parties recognize that the \_\_\_\_\_DUP and ISDUP have historically followed an “Open Storage” policy in respect to the acquisition, donation and display of Artifacts acquired by the \_\_\_\_\_ DUP and ISDUP. Under an “Open Storage” policy, all Artifacts donated to the \_\_\_\_\_ DUP and ISDUP have adopted the following Open Storage Policy:



15. Term of Agreement. The term of this Agreement shall be for a period of twenty (20) years. Additional extensions beyond the twenty (20) year term may be arranged by the mutual consent of the parties.

\_\_\_\_\_DUP

By\_\_\_\_\_

Company President

By\_\_\_\_\_

Responsible Camp/Co. Officer

INTERNATIONAL DUP

By\_\_\_\_\_

President

By\_\_\_\_\_

Museum Director

(Organization)

By\_\_\_\_\_

By\_\_\_\_\_

ATTEST:

By \_\_\_\_\_

Recorder/Notary