

Consummation of agreement: This agreement will be considered consummated upon delivery and acceptance by both parties of all items to be provided.

Release of liability: In consideration of this mutual exchange, the Exchanger agrees that it will hold the United States, its agencies, officers, employees, agents, and contractors harmless, indemnify, and defend them against any and all suits, actions, and claims of any kind whatsoever, including attorney fees, which may arise from or be the result of this exchange or the items.

Warranty of title: In the case of the items provided by the Exchanger, the Exchanger hereby warrants that it has title to the items and that there are no liens or encumbrances whatever against the said items. The Exchanger will provide to the Museum documentary proof of ownership in a manner and of a fashion satisfactory to the Director of the Museum prior to delivery.

Notices: All notices between the parties will be in writing and sent to the following addresses:

For the Museum: [insert Museum name and address]

For the Exchanger: [insert Museum name and address]

- The Exchanger will neither assign nor otherwise transfer this Agreement without the written prior agreement of the Director of the Museum.

In witness whereof, the parties or their authorized representatives have hereunto signed their names on the date indicated.

For the U.S. [insert Service museum name]

[insert signature, typed name]

Name and title date

Witnessed by

Name

Date

For the exchanger:

[insert signature, typed name]

Witnessed by