

THIS AGREEMENT made as of the _____ day of _____, 20____.

BETWEEN:

BRITISH COLUMBIA VETERANS COMMEMORATIVE ASSOCIATION, a body corporate, duly incorporated under the laws of the Province of British Columbia and having its registered office situated at #208 – 1899 Willingdon Avenue, Burnaby, B.C., V5C 5T1;

("BCVCA")

OF THE FIRST PART

AND:

(Name)

(Address)

_____;

(the "Borrower")

OF THE SECOND PART

WHEREAS:

- A. BCVCA is the owner of the Canadian War Memorial replica (the "Memorial");
- B. The Borrower is desirous of borrowing the Memorial for display purposes as hereinafter provided; and
- C. The parties have agreed to enter into this Agreement upon the terms and conditions hereinafter provided.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the premises, covenants and agreements herein set forth, the parties hereto hereby agree as follows:

- 1. The parties covenant and agree that the loan of the Memorial shall be subject to the terms and conditions set forth in Schedule "A" attached hereto and forming part hereof;
- 2. This Agreement may be signed in several counterparts, each of which when so signed shall be deemed to be an original and all of such counterparts shall together constitute one and the same instrument, and notwithstanding the date(s) of signing, shall be deemed to bear the date set forth below. A facsimile transcribed copy of this Agreement, signed in counterparts or otherwise, shall be deemed to be and to constitute a properly signed, delivered and binding document of the party so signing, notwithstanding any variation in the dates of execution.
- 3. This Agreement shall be binding on the parties hereto their successors and permitted assigns, as the case may be.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

**BRITISH COLUMBIA VETERANS
COMMEMORATIVE ASSOCIATION**

Per: _____
Authorized Signatory

(Borrower's Name)

Per: _____
Authorized Signatory

SCHEDULE "A"

BCVCA and the Borrower do hereby covenant and agree as follows:

1. Authorized Location for Display of Memorial: _____

2. Rental Fee:

A donation, in lieu of a rental fee, will be gratefully received to assist with the maintenance of the National War Memorial replica.

3. Insurance Requirements of the Borrower:

(a) Public Liability: _____

(b) Replacement Coverage: _____

4. Transportation:

(a) Authorized Carrier: _____

(b) Cost of Delivery: _____

(c) Insurance Coverage: _____

Any and all such costs shall be for the account of the Borrower.

5. Ownership of the Memorial:

The ownership of the Memorial shall at all times remain with BCVCA.

6. Indemnification:

The Borrower covenants and agrees to indemnify and save harmless BCVCA from and against any liability or loss of any nature or kind resulting from the Borrower's transportation, delivery and display of the Memorial.

**BRITISH COLUMBIA VETERANS
COMMEMORATIVE ASSOCIATION**

(Borrower's Name)

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory