



ARTIFACT LOAN AGREEMENT

This Artifact Loan Agreement ("**Agreement**") is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (the "**City**"), and the Museum identified in the Basic Provisions below ("**Museum**").

This Agreement is for the purpose of loaning certain artifacts to the Museum as set forth in this Agreement. The City wants the Artifacts to remain part of the Everett community for future generations to enjoy. The Museum desires to add the Artifacts to its museum collection and to display the Artifacts. In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Museum agree as set forth below:

1. BASIC PROVISIONS

Museum	Everett Museum of History
	PO Box 5556
	Everett, WA 98206-5556
	Contact Person Email Address: b.georgeathome@comcast.net
Artifacts:	An inventory of the Artifacts is attached. One sentence description of the artifacts are as follows Items relating to the late Senator Henry M. "Scoop" Jackson. These include, among other items, the Senator's desk and chairs
Loan End Date	August 1, 2040

2. LOAN

Subject to the terms and conditions of this Agreement, the City agrees to loan the Artifacts to the Museum (the "**Loan**"). This Loan is for mutual benefits.

3. TERM

The term of the Loan begins when the Museum picks up the Artifacts from the City and expires on the Loan End Date, if not terminated sooner as set forth in this Agreement.

4. DISPLAY

The Museum will display the Artifacts indoors within the City limits of the City of Everett at the Museum. Other display locations require prior written approval from the City's Parks and

Facilities Director, and this approval may be withheld at the Director's sole discretion.

5. DELIVERY

The Museum is responsible for moving the Artifacts from their current City location to the display location and to any subsequent Museum display locations.

6. STANDARD OF CARE

The Museum shall at the Museum's cost take care of the Artifacts as it would any similar Museum property.

7. REPRODUCTION RIGHTS

The City authorizes and licenses the Museum to reproduce and publish images of the Artifacts in any medium for the purpose of publicizing the Artifacts, the Museum or Museum programs.

8. AS-IS CONDITION

The City loans the Artifacts to the Museum AS IS, WHERE IS, and WITH ALL FAULTS. The City expressly disclaims and makes NO EXPRESS WARRANTIES, NO IMPLIED WARRANTIES and NO GUARANTEES of any kind whatsoever regarding the Artifacts.

9. ALTERATIONS

The Museum will not make permanent alterations to any of the Artifacts without the prior written approval of the City's Parks and Facilities Director, which is at the Director's sole discretion.

10. INSURANCE

If the City desires that the Museum carry insurance on the Artifacts and gives written notice thereof to the Museum, then the Museum shall use commercially reasonable efforts to insure the Artifacts at fair market value and shall maintain such insurance until the end of the Loan term or until the City gives notice that insurance is no longer required. If procuring and maintaining such insurance for the Artifacts increases the cost of the Museum's insurance premiums beyond what the Museum's premiums would be without the Artifacts, then the City must promptly reimburse the Museum for such increase.

11. LIABILITY FOR PERSONAL INJURIES

The Museum WAIVES AND RELEASES the City and shall INDEMNIFY AND DEFEND AND HOLD THE CITY HOLD HARMLESS from any and all claims, known or unknown, foreseen or unforeseen, that the Museum now has or that may subsequently accrue to the Museum, arising out of or relating to personal injuries caused by the Artifacts during the term of the Loan. This section 11 survives termination or expiration of the Loan and this Agreement.

12. TERMINATION OF AGREEMENT

This Agreement may be terminated as follows:

- A. In the event of a breach of this Agreement, the non-breaching party may give the breaching party notice of such breach. If the breach is not cured within 90 days after

the delivery of the notice, then the non-breaching party may provide notice of termination, in which case the Museum shall promptly return the Artifacts to the City, and this Agreement and the Loan expire upon such return.

- B. The Museum may terminate this Agreement for any reason or no reason by delivering one year's prior written notice that it will return the Artifacts to the City. This Agreement and the Loan expire upon such return.
- C. If the Museum is no longer publicly displaying the Artifacts, then the City's Parks and Facilities Director may terminate this Agreement by delivery of written notice to the Museum, in which case the Museum shall promptly return the Artifacts to the City, and this Agreement and Loan expire upon such return.
- D. If the Museum closes or is otherwise not a going concern, the Museum shall promptly return the Artifacts to the City, and this Agreement and Loan expire upon such return.

14. NO TRANSFER OR ASSIGNMENT

The City retains ownership of the Artifacts. Since the Museum is receiving the Artifacts as a loan, the Museum shall not sell, loan, transfer title to, or grant a security interest in the Artifacts without the prior written approval of the City's Parks and Facilities Director, and this approval may be withheld at the Director's sole discretion. Neither party may assign this Agreement.

15. NOTICE ADDRESSES

Notices to the City shall be sent to the following address:

City of Everett
Attn.: Everett Parks and Facilities Director
802 E. Mukilteo Blvd.
Everett, WA 98203

Notices to the Museum shall be sent to the address in the Basic Provisions:

16. MISCELLANEOUS

This Agreement is the complete agreement of the parties regarding the Artifacts and supersedes all other agreements, oral and written. No amendment of this Agreement is effective unless in writing and signed by the Mayor of the City of Everett and an authorized representative of the Museum. Exclusive venue for any lawsuit arising from or relating to this Agreement is Snohomish County Superior Court. The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement will be deemed an original signature and will be fully enforceable as an original signature.

[signatures on following page(s)]

IN WITNESS WHEREOF, the City and Museum have executed this Agreement.

**CITY OF EVERETT
WASHINGTON**

EVERETT MUSEUM OF HISTORY



Cassie Franklin, Mayor

11/02/2025

Date

ATTEST



Office of the City Clerk

Signature: Barbara George

Name of Signer: Barbara E. George

Signer's Email Address: b.georgeathome@comcast.net

Title of Signer: Executive Director



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
October 2, 2025

ATTACHMENT
INVENTORY OF ARTIFACTS LOANED TO MUSEUM

- Henry M. Jackson wood desk
- framed Henry M. Jackson campaign poster
- red leather sitting chair
- red leather desk chair
- red leather Sofa
- red leather/ wood side chair
- wood carved desk top name plate
- desk blotter
- desk top pen set and base
- framed 1974 letter from the Architect of the Capital regarding an American flag that was flown over the capital
- American flag that was flown over the capital, referenced in the letter
- Misc ephemera- newspaper clippings, Henry M. Jackson's funeral program, campaign pamphlets, 2 campaign posters
- 2 promotional plastic rulers
- 3 boxes of books and misc. pamphlets from Henry Jackson's office when in the Senate
- Book- Alaska Natives & The Land
- John F. Kennedy inaugural address poster
- Jackson campaign pamphlet framed, frame does not belong to City, Museum framed it
- Granite pen holder
- 30 books on display from his office












Scoop Jackson Artifact Loan Agreement_SD


Final Audit Report

2025-11-03

Created:	2025-10-28
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_3xC4GQuCXNoWB5xh1hHna3kb9s1aNSr

"Scoop Jackson Artifact Loan Agreement_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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 Agreement completed.

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