

PIANO LOAN AGREEMENT

This Piano Loan Agreement ("Agreement") is made as of _____, 2023 by and among Tomas Lawrence Guinney Family Trust (Lender) and Salt Lake County on behalf of its Arts & Culture division ("County").

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Loan of the Piano. Lender hereby loans the Piano, as described in Exhibit A, to County on a permanent basis, effective as of the date of this Agreement and subject to the terms and conditions of this Agreement.
2. Purpose of the Terminable Permanent Loan. The primary goal of Lender is a permanent loan of the Piano to provide an appropriate setting for the Piano to be enjoyed by the public in performances, lectures, and other social gatherings.
3. Location and Insurance.
 - (a) Piano will be located in Abravanel Hall and made available for events taking place in Abravanel Hall per the then current standard Arts & Culture booking policies and procedures.
 - (b) County shall not move the Piano without the prior consent of Lender, unless such action is necessary for the safety of the public, the Piano, or the building in which the Piano is located.
 - (c) If Abravanel Hall is renovated or remodeled, County may temporarily move the Piano.
 - (d) County shall obtain property insurance coverage on the Piano for the Appraised Amount indicated in Exhibit A and which may be periodically updated.
 - (e) On a mutually agreed date, County shall install, at Lender's expense, one wall or pedestal plaque that identifies the Piano and the Lender, which shall be preapproved by Lender and County prior to manufacture.
4. Piano Delivery & Inspection. County and Lender agree to work mutually to arrange for delivery and initial tuning of the Piano on or around January 17, 2023. County agrees to cover the cost of delivery and tuning of the Piano. County will inspect and provide final acceptance of the Piano within 30 days of delivery. If upon inspection by County, the Piano is not suitable for the needs and use outlined in this Agreement, County reserves the right to refuse acceptance within 30 days of delivery. If acceptance is refused, Lender agrees to reclaim the Piano, at its cost, no later than 60 days after delivery

date.

5. Piano Maintenance and Repair.

(a) County will be responsible for regular tuning and maintenance of the Piano. County reserves the right to make determinations about necessary repair for the duration of the agreement provided the condition is maintained at or above the stated condition at time of delivery. See Exhibit B for appraised value and condition at time of delivery.

(b) County will take reasonable steps to minimize damage and other wear and tear to the Piano.

6. Lender Retains Ownership: Recordation of Interest. County acknowledges and agrees that during the term of this Agreement, Lender shall remain the owner of the Piano, and Lender may file any document it deems necessary to evidence Lender's ownership of the Piano.

7. Termination. Either party may terminate this Agreement at its discretion for any reason with 90 days' notice. If terminated, Lender agrees to arrange for and cover the costs of return of the Piano within 90 days of termination.

8. Force Majeure. Neither PARTY shall assume or have any liability under this Agreement for the timely failure to perform its obligations set forth herein due directly or indirectly to causes beyond the control and without the fault or negligence of the PARTIES, including but not limited to: acts of God; acts of war or of the public enemy; acts of the United States, any state or territory of the United States, or any political subdivision of the foregoing; fires; floods; epidemics; pandemic, quarantine restrictions; strikes; freight embargoes; or defaults of any subcontractors due to any of the above causes.

9. Governmental Immunity. County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904 (2011). The parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

10. Government Records Access and Management Act. Lender acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901 (2011). As a result, County is required to disclose certain information and materials to the public, upon request. Lender agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the County Representative for response by County.

Generally, any document submitted to County is considered a "public record" under GRAMA. Any person who provides to the County a record that the person believes should be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

11. Assignment. It is agreed that neither PARTY may assign, subcontract, or otherwise transfer the rights and responsibilities of this Agreement except upon the written consent of the other PARTY.

12. Notices. All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

County: Mayor Salt Lake County
2001 South State Street #N2-100
Salt Lake City, Utah 84190
Tel 801/468-2500 Fax 801/468-3535

With a copy to: Salt Lake County Arts & Culture Division
Attn: Division Director
50 West 200 South
Salt Lake City, Utah 84101 Tel 385-468-1011

If to Lender: James Collett
Trustee of the Tomas Lawrence Guinney Family Trust
4475 Foxhollow Ct,
San Diego, CA 92130 Tel 858-729-3254

13. Time. The parties stipulate that time is of the essence in the performance of this Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required shall be a default of this Agreement and shall be just cause for immediate termination by County of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

14. Entire Agreement. County and Lender acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Lender, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

15. Governing Law. It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration, and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

16. Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year recited above.

Salt Lake County

By _____
Mayor or Designee

Lender


By: James Collett
Title: Trustee

Reviewed and Advised as to Form and Legality:

Craig J.
Wangsgard

Digitally signed by Craig J.
Wangsgard
Date: 2023.02.09 14:00:58 -07'00'

Deputy District Attorney
Salt Lake County

Exhibit A

Description of Piano

Model: Spirio B

Manufacturer: Steinway

Finish: Macassar Ebony

Year of Manufacture: 2017

Serial Number: 604867



Exhibit B

Appraisal and Condition Description

Piano Appraisal

Date: 1/9/2023

Piano Brand: Steinway Model B Spirio Piano

Name: Salt Lake County Arts

Serial Number: 604867

Address: 50 West 200 South

Manufactured: 2017

Salt Lake City Ut 84101

Phone: 385 468-1011

This appraisal ranks your piano and also suggests average shop cost repairs. Often this technical work will increase its value.

CURRENT CONDITION

ESTIMATED REPAIR COST

KEYS: Original, Kluge, excellent condition

ACTION: Original action, all Steinway parts, well maintained

PITCH LEVEL: A440

PIN BLOCK: Original pinblock. Stable, holds pitch

STRINGS: Original Steinway Strings – good condition

SOUNDBOARD: Original, no visible cracks or separations

ENCASEMENT: Original Black Satin lacquer finish- needs rub out

PEDALS: Original, very good condition

DAMPERS: Original -very good condition

HAMMERS: Original Steinway Hammers, Excellent condition

RESALE VALUE \$ 140,383. (in current condition) CURRENT REPLACEMENT \$ 213,900

Comments: *very unique and rare. This is the only Steinway like this in Utah. Custom ordered in natural Macassar with Spirio player system*

Respectfully,



Kerwin J. Ipsen
Daynes Music Company