

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF MORENO VALLEY
AND
MARCH FIELD AIR MUSEUM

This Memorandum of Understanding ("MOU") is entered into on this **2nd** day of **September, 2025**, by and between the City of Moreno Valley ("City"), a municipal corporation, and the March Field Air Museum ("Museum"), a nonprofit organization, collectively referred to as the "Parties."

I. PURPOSE

The purpose of this MOU is to establish an agreement between the City and the Museum for the donation and transfer of ownership of a decommissioned aircraft (the "Aircraft") from the Museum to the City at no cost.

II. TERMS OF DONATION

1. **Donation:** The Museum agrees to donate the Aircraft to the City at no cost, including any fees associated with the transfer of ownership.
2. **Ownership Transfer:** Upon execution of this MOU, the Museum shall transfer full ownership, rights, and title of the Aircraft to the City.
3. **Condition of Aircraft:** The Aircraft is provided "as-is, where-is," with no warranties or guarantees, express or implied, including but not limited to fitness for a particular purpose or condition.
4. **Delivery and Transportation:** The City shall be responsible for all costs related to transportation, relocation, and installation of the Aircraft at its designated site.
5. **Preservation and Display:** The City intends to preserve and publicly display the Aircraft as part of a historical or educational exhibit.
6. **Return of Donation:** Should the City determine it no longer requires the continued use of the Aircraft, the City will return Aircraft to the Museum.
7. **Clear Title:** The Museum represents and warrants that, as of the date of transfer, it holds full legal title to the Aircraft and that the Aircraft is free and clear of all liens, encumbrances, claims, or other third-party interests.

III. RESPONSIBILITIES OF THE PARTIES

A. The Museum shall:

- Provide documentation verifying ownership and history of the Aircraft.
- Ensure the Aircraft is properly decommissioned and free of hazardous materials prior to transfer.
- Allow reasonable access for City representatives to inspect the Aircraft prior to transfer.

B. The City shall:

- Accept ownership and responsibility for the Aircraft upon transfer.
- Cover all costs related to transportation, installation, and ongoing maintenance of the Aircraft.
- Ensure the Aircraft is displayed and maintained in a manner consistent with historical preservation practices.

IV. LIABILITY & INDEMNIFICATION

1. **Indemnification by the City:** The City agrees to indemnify, defend, and hold harmless the Museum, its officers, employees, and agents from any claims, liabilities, damages, or expenses arising from the Aircraft's transport, installation, maintenance, or use.
2. **Indemnification by the Museum:** The Museum agrees to indemnify, defend, and hold harmless the City from any claims related to ownership of the Aircraft or title defects arising prior to the date of transfer.
3. **Liability:** The City assumes all liability for the Aircraft upon completion of the transfer.

V. TERM & TERMINATION

1. This MOU shall become effective upon signature by both Parties and shall remain in effect until completion of the transfer and installation of the Aircraft.
2. Either Party may terminate this agreement with written notice to the other Party at least 30 days prior to termination.

VI. GENERAL PROVISIONS

1. **Governing Law:** This MOU shall be governed by and construed in accordance with the laws of the State of California.
2. **Amendments:** Any amendments to this MOU must be in writing and signed by both Parties.
3. **Entire Agreement:** This MOU constitutes the entire agreement between the Parties regarding the Aircraft donation and supersedes any prior agreements or understandings.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

City of Moreno Valley

By: _____

Jeremy Bubnick

Parks & Community Services Director

Date: _____

March Field Air Museum

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____

Name: _____

City Attorney

Date: _____