

Sample Traveling Exhibitions Loan Agreement #2

This sample legal agreement is used with the understanding that HH Sisson, Inc. is not engaged in rendering legal, accounting, or other professional services. If legal advice or other expert assistance is required, the services of a competent professional person should be sought. From: SECURMA <<http://www.museum-security.org/>>

CONDITIONS STIPULATED IN MUSEUM LOAN AGREEMENT SUPERSEDE
THOSE IN BORROWING MUSEUM'S LOAN
AGREEMENT.

LOAN AGREEMENT

Your Museum, subject to the conditions printed on both sides of this agreement, agrees to lend the object described below.

BORROWING INSTITUTION

ADDRESS TELEPHONE

CONTACT PERSON

LOAN PERIOD

EXHIBITION TITLE

EXHIBITION PERIOD

PURPOSE OF RESEARCH

YOUR MUSEUM'S ITEM NUMBER

DESCRIPTION

DIMENSIONS (cm)

CULTURE

PROVENIENCE DATE

MATERIAL

INSURANCE WILL BE MAINTAINED BY MUSEUM ____ BORROWER ____

INSURANCE VALUE (US\$) _____

HANDLING REQUIREMENTS

INSTALLATION REQUIREMENTS

PACKING REQUIREMENTS

Credit line: Museum

The Borrower acknowledges reading and agreeing to the conditions on both sides of this document.

Signature of Borrowing Institution

Title

Museum Signature

Title

MUSEUM COPY/BORROWER'S COPY

CONDITIONS

1. TRANSPORTATION

Your Museum will determine the appropriate means of transportation of the loan material and will approve in writing all transportation arrangements. The Borrowing Institution agrees to cover all shipping costs.

2. PACKING

Your Museum will determine the appropriate means of packing the loan material in writing all crating and packing arrangements. The-Borrowing Institution agrees to cover all crating and packing costs.

3. INSURANCE

If insurance is arranged by the Borrowing Institution, coverage will be under an All Risk fine arts "wall to wall" policy from the time that the loan objects leave Your Museum until the objects are returned to Your Museum and the final condition reports are completed. Coverage will include all risk of physical damage or loss including, but not limited to, loss or damage from earthquakes, floods, strikes, riots, or civil commotion. The loan objects will be insured at the values assigned by Your Museum on the other side of this agreement. The Borrowing Institution's policy will name "Your Museum" as additional insured and will waive subrogation rights against Your Museum. A Certificate -of Insurance evidencing such coverage must be delivered to Your Museum before shipment to the Borrowing Institution occurs. The Borrowing Institution agrees to cover any deductible under its policy.

If Your Museum carries insurance under its policy, the Borrowing Institution will be responsible for the cost of the premium while the loan objects are in transit and on location.

4. WITHDRAWAL OF OBJECTS

Your Museum reserves the right to withdraw any items whose condition has deteriorated or may deteriorate due to continued travel, or whose security appears to be threatened, or when other urgent reasons necessitate withdrawal.

5. PROCEDURE IN EVENT OF MISHAP

In the event that a loan item is damaged, destroyed, lost or stolen, the Borrowing Institution shall give the Registrar of Your Museum immediate telephone notice, followed by written confirmation. The report of damage or loss should provide a description of the extent and circumstances surrounding the mishap. No repairs or other actions may be taken on the object by the Borrowing Institution without instruction from Your Museum.

6. PUBLICITY AND CREDITS

The credit line as shown on the front of this form will be used in all printed material related to the loan object. Loans for exhibition require that one copy of any catalog or publicity material is sent-directly to the Registrar of Your Museum. Loans for research require that copies of all

instrumental data analysis, including x-rays and photographs, be sent within six months, as well as a copy of any final report or article.

7. PHOTOGRAPHY

All photographs of Your Museum items to be used in exhibition catalog brochures, publicity releases, and the like will be taken by Your Museum staff photographer. Use of the photograph in any publication requires prior permission by Your Museum. All permissions are for one time only.

8. GENERAL CARE AND HANDLING

The Borrowing Institution will exercise the same care and handling to the loan item as it does in the safekeeping of-comparable property of its own. Each object shall remain in the same condition in which it was received. The Borrowing Institution agrees to follow all special handling, installation, and packing instructions provided on the front of this document and detailed in correspondence from Your Museum to the Borrowing Institution.

Upon arrival, all travel containers must be equilibrated to the environment for 24-48 hours before unpacking.

No restoration, repair, cleaning, or fumigation of loan objects may be performed by the borrower. Other organic objects stored or exhibited with those from Your Museum must be free of infestation.

9. CONDITION REPORT

A detailed condition report of the loan item will be provided by Your Museum. The Borrowing Institution will review this condition report against the loan item at the time of its arrival and departure.

10. EXHIBITION DESIGN AND INSTALLATION

The Borrowing Institution agrees to comply with all requirements detailed on the front of this document, as well as those described in correspondence from Your Museum to the Borrowing Institution.

Mounting fixtures must be padded at contact points with the loan items.

11. LOAN FEES

The Borrowing Institution agrees to pay administrative loan fees, conservation, mount fabrication costs, courier fee, courier travel, and courier per diem as detailed in correspondence from Your Museum to the Borrowing Institution.