

Loan and care of archives material

Loan conditions

1. The borrower shall be responsible for any and all loss or damage which may occur while the loaned item(s) are in the custody of the borrower or the borrower's agents, and until such time as the item(s) shall be returned to, inspected by, and accepted by the lender. In recognition of this responsibility, the borrower shall maintain all risk insurance coverage of the loaned item(s), with liability limits equaling or exceeding the lender's valuation.
2. The borrower will assure that any and all handling of the borrowed item(s), including packing, unpacking, movement to and from storage, work or exhibition areas, shall be accomplished by persons with appropriate training and experience in the handling of such objects. The borrower's insurance shall cover all hazards connected with such handling.
3. The lender shall be notified by the borrower immediately in the event of any loss or damage, regardless of the nature, extent or cause of such damage.
4. No alterations, repairs or conservation of the loaned item(s) shall be undertaken without the specific written approval of the lender. This provision shall apply to any temporary attachment and/or temporary removal of labels, numbers, enclosures and supports for exhibition purposes.
5. All borrowed materials shall be returned on or before the agreed-upon (28 day) termination date of this loan. Extensions of this loan beyond the agreed-upon termination date shall be at the discretion of the lender, and an amended loan agreement shall be prepared and signed by representatives of the lender and the borrower in advance of the scheduled termination date.
6. Agreements regarding loan duration notwithstanding, the lender shall have the right to reclaim loaned material at any time in the event that the borrower fails to honour agreed-upon conditions, or in the event that the item(s) are deemed, by the lender, to be subject to any inappropriate treatment or unacceptable risk.
7. The lender agrees that the borrower may only photograph the loaned item(s) for the production of materials with respect to the loan (e.g. production of a catalogue). Extra permission must be sought for research, interpretive and educational purposes. Permission does not extend to the use of such photographs in any revenue-producing context unless a specific agreement has been negotiated regarding licensing fees or royalties to be paid to the lender. Any photographs which may be displayed, reproduced or otherwise disseminated to the public shall identify the illustrated item(s) as the property of the lender. The photographic reproduction rights, as hereby granted, shall not be construed as conveying or implying any rights to reproduce the loaned item(s) by any other means.
8. Other special loan conditions may apply.

The conditions as stated above are mutually acceptable to the borrower and the lender as identified on the reverse side of this form. No other conditions concerning this loan are expressed or implied.