



# GRAHAM HISTORICAL MUSEUM

135 W. Elm St. – Graham, NC 27253

## AGREEMENT FOR INCOMING LOAN

From: \_\_\_\_\_ Address: \_\_\_\_\_  
Print Name

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_ Phone/Email: \_\_\_\_\_

\_\_\_\_\_ Phone/Email: \_\_\_\_\_

In accordance with the conditions printed on the reverse, the object(s) listed below is loaned for the following:

(give name of exhibition when applicable)

for a period\* \_\_\_\_\_ to \_\_\_\_\_ Initiated by: \_\_\_\_\_  
(\*from estimated time objects leave lender's custody until their return and receipt by lender; see "Shipping" below.) (Museum curator)

Description of Object(s): (please itemize, attach additional sheets if necessary) \_\_\_\_\_  
(include size, weight, and brief report of condition; and attach a recent photo if possible.)

CREDIT LINE (for exhibition label and catalog): \_\_\_\_\_  
Name/Family name to be listed with item(s)

### INSURANCE

Insurance Value: \_\_\_\_\_ (Attach continuation sheet if necessary)

\_\_\_\_\_ to be carried by borrower \_\_\_\_\_ insurance waived

### PACKING AND SHIPPING

Packing and shipping arrangements are proposed, subject to review and approval by the Museum in consultation with the Lender.

Objects to be packed by: Lender \_\_\_ Museum \_\_\_ Other \_\_\_ To arrive no later than: \_\_\_\_\_  
(date)

To be shipped from: \_\_\_\_\_ Return to same address via: \_\_\_\_\_  
(contact) (unless otherwise noted)  
\_\_\_\_\_ (address)

### COSTS

Lender will pay all costs of packing, shipping, insurance, unless otherwise noted here: \_\_\_\_\_

SPECIAL REQUIREMENTS (for handling, installation, etc.; attach continuation sheet if necessary): \_\_\_\_\_

**CONDITIONS GOVERNING LOANS:**

**Care, Preservation and Exhibition:** The Museum will give to objects borrowed the same care as it does comparable property of its own. Precautions will be taken to protect objects from fire, theft, mishandling, dirt and insects, and extremes of light, temperature and humidity while in the Museum's custody. It is understood by the Lender and the Museum that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible. Evidence of damage at the time of receipt or while in the Museum's custody will be reported immediately to the Lender. It is understood that objects, which in the opinion of the Museum show evidence of infestation, may be fumigated at the discretion of the Museum. The lender will be requested to provide written authorization for an alteration, restoration or repair. The Museum may examine objects by all modern scientific methods. The Museum retains the right to determine when, if and for how long objects borrowed will be exhibited. The Museum retains the right to cancel the loan upon reasonable notice to the Lender.

**Transportation and Packing:** The Lender certifies that the objects lent are in such condition as to withstand ordinary strains of packing and transportation and handling. A written report of condition of objects prior to shipment must be sent by the Lender to the Museum. Otherwise, it will be assumed that objects are received in the same condition as when leaving the Lender's possession. Condition records which may include photographs will be made at the Museum on arrival and departure. Costs of transportation and packing will be borne by the Museum unless the loan is at the Lender's request. The method of shipment must be agreed upon by both parties. Government regulations will be adhered to in international shipments. As a rule, the Lender is responsible for adhering to its country's import/export requirements and the borrower is responsible for adhering to its country's import/export requirements. The Lender will assure that said objects are adequately and securely packed for the type of shipment agreed upon, including any special instructions for unpacking and repacking. Objects will be returned packed in the same or similar materials as received unless otherwise authorized by the Lender.

**Insurance:** Objects will be insured for the amount specified herein by the Museum under its "all risk" wall-to-wall policy subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin or inherent vice; repairing, restoration or retouching process; hostile or warlike action, insurrection, rebellion, etc.; nuclear reaction, nuclear radiation or radioactive contamination. Insurance will be placed in the amount specified by the Lender herein which must reflect fair market value. If the Lender fails to indicate an amount, the Museum, with the implied concurrence of the Lender, will set a value only for purposes of insurance for the period of the loan. Said value is not to be considered on appraisal. If the Lender elects to maintain his own insurance coverage, then prior to shipping the Museum must be supplied with a Certificate of Insurance naming the Museum as an additional insured or waiving rights of subrogation. If the Lender fails to provide said certificate, this failure shall constitute a waiver of insurance by the Lender. The Museum shall not be responsible for any error or deficiency in information furnished by the Lender to the insurer or for any lapses in such coverage. In the case of long-term loans, it is the responsibility of the Lender to notify the Museum of updated insurance valuations. If insurance is waived by the Lender, this waiver shall constitute the agreement of the Lender to release and hold harmless the Museum from any liability for damages to or loss of the loan property. The amount payable by insurance secured in accordance with this loan agreement is the sole recovery available to the Lender from the Museum in the event of loss or damage. Any recovery for depreciation or loss of value shall be calculated as a percentage of the insured value specified by the Lender in the agreement.

**Reproduction and Credit:** Unless otherwise notified in writing by the Lender, the Museum may photograph or reproduce the objects lent for educational, catalog and publicity purposes in any medium. It is understood that objects on exhibit may be photographed by the general public. Unless otherwise instructed in writing, the Museum will give credit to the Lender as specified on the face of the agreement in any publications. Whether individual labels are provided for objects on display is at the discretion of the Museum.

**Change in Ownership and/or Address:** It is the responsibility of the Lender or his agent to notify the Museum promptly in writing if there is any change in ownership of the objects (whether through interviews transfer or death) or if there is a change in the identity or address of the Lender. The Museum assumes no responsibility to search for a Lender (or owner) who cannot be reached at the address of record.

**Return of Loans:** Unless otherwise agreed in writing, a loan terminates on the date specified on the face of this agreement. If no date is specified, the loan shall be for a reasonable period of time. Upon termination of a loan, the Lender is on notice that a return or renewal must be effected, or else an unrestricted gift of the objects will be inferred. Objects will be returned only to the Lender of record or to a location mutually agreed upon in writing by the Museum and the Lender of record. In case of uncertainty, the Museum reserves the right to require a Lender/claimant to establish title by proof satisfactory to the Museum. When the loan is returned, the Museum will send the Lender a receipt form. If this form is not signed and returned within 30 days after mailing, the Museum will not be responsible for any damage or loss. If the Museum's efforts to return objects within a reasonable period following the termination of the loan are unsuccessful, the objects will be maintained at the Lender's risk and expense for a maximum of \_\_\_\_ years. If after \_\_\_\_ years the objects have not been claimed, then and in consideration for maintenance and safeguarding, the Lender/Owner shall be deemed to have made the objects an unrestricted gift to the Museum.

**Applicable Law:** This agreement shall be construed in accordance with the law of the State of North Carolina.

I have read and agree to the above conditions and certify that I have full authority to enter into this agreement.

Signed: \_\_\_\_\_  
(Lender)

Name of Owner: \_\_\_\_\_  
(If lender is not the owner)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Approved for Museum by: \_\_\_\_\_  
(Name) (Title)

Date: \_\_\_\_\_

**Item(s) returned:**    **In person**     **Shipped**     **Date:** \_\_\_\_\_

**To:** \_\_\_\_\_  
(Recipient's Signature)

**By:** \_\_\_\_\_  
(Museum Representative's Signature)