**Incoming Loan Agreement**

Original filed by due date in Loans File

Copy to Lender/Borrower

**Loan#**: **Date**:

**Museum Name** *(hereafter “Museum”)*:

Address:

Phone Number: Email:

**Lender Name** *(hereafter “Lender”)*:

**Lender Representative Name**:

Address:

Phone Number: Email:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Accession Number**  | **Object Name and****Description** *(herafter “Property”)* | **Condition** | **Condition Report** **Arrive Depart** | **Insurance Value** |
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**Loan Purpose** *(select one):*

☐ Exhibition ☐ Research ☐ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Period of Loan** *(maximum one year, renewable)* **From**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**To**: \_\_\_\_\_\_\_\_\_\_\_\_\_

**Special Requirements:**

**Copyright Owner**:

**Credit Line** *(to accompany any display/reproduction of objects):*

**Loan Insured By***:*

☐ Lender ☐ Museum ☐ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Insurance Policy Holder**: **Policy Number**:

**Incoming:**

Shipping Mode:

Loan Carrier: Shipping Date:

Shipping/Waybill Number:

**Outgoing:**

Shipping Mode:

Loan Carrier: Shipping Date:

Shipping/Waybill Number:

The conditions, as stated on this form, and any attachments, represent the total agreement between the Museum and the Lender. No other terms are binding on the Museum.

The Lender agrees that the Lender shall indemnify and save harmless the Museum, its agents and employees against any charge, cost, claim, demand or expense related to or arising from the Lender’s failure to observe the requirements of any provincial or federal laws or regulations.

*x*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *x*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Lender Signature Witness Signature

Name (print): Name (print):

Title: Date:

Date:

*x*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *x*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Museum Representative Signature Witness Signature

Name (print): Name (print):

Title: Date:

Date:

I hereby acknowledge the return of the above Property in satisfactory condition.

*x*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Received By (Lender)

Name:

Date:

**Terms and Conditions of Incoming Loan**

The Museum agrees:

PACKING and TRANSPORTATION

* To be responsible for all arrangements and any costs incurred for transportation to and from the Lender.

INSURANCE

* To be responsible for insuring the Property for the duration of the loan period.

RETURN

* To notify the Lender, in writing, at an agreed-upon date prior to the end of the loan period, of the impending return of the Property.

CARE and PRESERVATION

* To give the Property the same care as it does comparable property of its own and to protect the Property from fire, theft, mishandling, dirt, pests and extremes of light, temperature and humidity while in the custody of the Museum. It is understood that all objects are subject to gradual inherent deterioration for which neither party is responsible.
* To immediately report to the Lender evidence of damage at the time of receipt or while in the custody of the Museum.
* The Museum shall not incur any liability or responsibility in the event of the loss or destruction or damage of any of the Property, no matter how caused.

CONSERVATION

* To refrain from cleaning, altering or repairing the Property without the written authorization of the Lender.

CREDIT

* To acknowledge and credit the Lender of the Property if the Property is used for exhibitions or referred to in publications.

The Lender agrees:

PACKING AND TRANSPORTATION

* (following advice from the Museum) to pack the Property for transit and supply suitable and sufficient materials for the borrowing institution to repack the objects for transport.

RETURN

* To accept return of the Property on the day of or the day following the last day of the loan period and to acknowledge receipt of the Property.
* That if the Lender does not accept receipt of the Property within 30 days after notification from the Museum, this agreement shall be terminated and the Museum has the right to dispose of the Property in any manner it may choose.
* That in the case of the death of the Lender while the Property named on Page 1 of this agreement is in possession of the Museum, the executor or heirs of the estate will: (1) notify the Museum immediately, giving his/her full name and address and a copy of certification of authority; and (2) have, upon reasonable notice, one year to withdraw the Property or formulate a new agreement; or, failing to do this, the Property will become the outright property of the Museum.

INSURANCE

* To establish the insurance value of the Property described on Page 1 of this Agreement.

COPYRIGHT

* To permit the Museum to create and use images of the Property for museum activities including but not limited to catalogues and educational or marketing materials, unless otherwise noted in writing.

DURATION

* To the named period of time on Page 1 of this agreement.
* To agree to consider extension of this period if requested by the Museum.

Both Parties agree

LOAN AGREEMENT

* To sign a Loan Agreement form, agreeing to all conditions of loan.
* Any amendments to the terms or conditions of this loan are to be made in writing and agreed to by both Parties.
* That the Property shall remain the property of the Lender.
* To treat with confidentiality any contracts made with each other relating to the Loan Agreement.
* Where there is a discrepancy between the Lender’s and the Museum’s Loan Agreement and Terms and Conditions of Loan, the Lender’s Conditions shall apply.