**Outgoing Loan Agreement**

Original file by due date in Loans File

Copy to Lender/Borrower

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

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

Address:

Phone Number: Email:

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

**Borrower Representative Name**:

Address:

Phone Number: Email:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Accession Number** | **Object Name and**  **Description**  *(hereafter “Property”)* | **Condition** | **Condition Report**  **Depart Arrive** | | **Insurance Value** |
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|  |  |  |  |  |  |

**Loan Purpose** *(select one):*

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

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

**Loan Itinerary** *(please list all venues and dates):*

**Special Requirements**:

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

**Loan Insured By** *(please check):*

☐ Borrower ☐ Museum ☐ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Outgoing:**

Shipping Mode:

Loan Carrier: Shipping Date:

Shipping/Waybill Number:

**Incoming:**

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 Borrower. No other terms are binding on the Museum.

The Borrower warrants that the Borrower will comply with all laws of the Province of Saskatchewan and Canada. The Borrower agrees that the Borrower 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 Borrower’s failure to observe the requirements of any provincial or federal laws or regulations or from any action in connection with the performance of this Agreement by the Borrower.

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

Authorized Borrower 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 (Museum Representative)

Name:

Title:

Date:

**Terms and Conditions, Outgoing Loan**

THE BORROWER AGREES:

PACKING and TRANSPORTATION

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

INSURANCE

* To supply the Museum with a certificate from the Borrower’s insurance company which either names the Museum as an additional insured or waives its right of subrogation against the Museum, prior to the shipment of the loan.

RETURN

* To notify the Museum, 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

* That the condition of the Property is as described in the Condition Report(s) attached to this Agreement.
* 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 borrowing institution. It is understood that all objects are subject to gradual inherent deterioration for which neither party is responsible.
* To immediately report to the Museum evidence of damage at the time of receipt or while in the custody of the borrowing institution.

CONSERVATION

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

CREDIT AND COPYRIGHT

* To acknowledge and credit the Museum if the Property is used for exhibitions or referred to in publications.
* The Borrower will not create any reproduction of copyrighted materials without prior written consent from the Museum.

The Museum agrees:

PACKING AND TRANSPORTATION

* To pack the Property for transit and supply suitable and sufficient materials for the borrowing institution to repack the Property 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.

INSURANCE

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

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 borrowing institution.

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 Museum.
* To treat with confidentiality any contracts made with each other relating to the Loan Agreement.
* Where there is a discrepancy between the Museum’s and the Borrower’s Loan Agreement and Terms and Conditions of Loan, the Museum’s Conditions shall apply.