

**Loan to the [Insert museum name]**

:  
**Address:**  
**Contact:**

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:  
**Address:**  
**Represented by:**

**Purpose of loan:**

**Loan period:** Not Available to Not Available (shipping arrangements TBD)

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**to be loaned**

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**Current value:** \$

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— TERMS AND CONDITIONS —

**In order to allow the loan to take place, Lender and [Insert museum name] hereby agree as follows:**

**1. Length of Loan; Location**

The estimated loan period is indicated above; however, the length of the loan may change depending on shipping arrangements and other factors. For the purpose of this Loan Agreement (“Agreement”), the actual loan period (“Loan Period”) shall be from the time the Property leaves the premises of Lender until the Property is returned to the same. Except when in transit and except in the case of “Traveling Exhibitions” described in Section 8 below, the Property shall be located at [Insert museum name]’s premises during the loan period.

**2. Care of the Property**

[Insert museum name] will exercise the same care with respect to the Property as it does in the safekeeping of comparable property of its own. [Insert museum name] will not restore or alter the Property without the consent of the Lender. [Insert museum name] will be responsible for the care of Property during the loan period.

**3. Loss or Damage; Insurance**

[Insert museum name] is responsible for damage to, or loss of, the Property during the loan period. [Insert museum name] will insure the Property “wall-to-wall” under an all-risk fine arts policy covering all physical loss or damage to the Property from any external cause, from the time it leaves the Lender's premises until it is returned to the same (see Section 8 below for insurance arrangements in the case of “Traveling Exhibitions”). [Insert museum name]

shall supply Lender with a Certificate of Insurance evidencing such insurance coverage prior to shipment. The insurance policy of [Insert museum name] is subject to standard exclusions for loss or damage including but not limited to gradual deterioration, inherent instability, and nuclear war.

#### 4. Shipment of Property

[Insert museum name] will pay the expenses of shipping the Property from its current location to [Insert museum name] and returning it to the same location or to one of comparable expense as Lender may designate. When returning the Property, [Insert museum name] shall pack and ship it in the same manner and with the same care as it would ship comparable property of its own. Both [Insert museum name] and Lender shall adhere to applicable government regulations in international shipments.

#### 5. Copyright; Reproductions

\_\_\_Lender holds the copyrights held in the Property, and grants [Insert museum name] permission to reproduce the image(s) of Property for the promotion of exhibition(s) and museum publicity in any media, specifically including the license to display the reproduced images on websites of [Insert museum name] and participating Secondary Borrowers (see Sec. 8 for Traveling exhibitions).

\_\_\_Lender is the agent of the copyright holder and authorized to grant [Insert museum name] permission to reproduce the image(s) of Property for the promotion of exhibition(s) and museum publicity in any media, specifically including the license to display the reproduced images on websites of [Insert museum name] and participating Secondary Borrowers.

\_\_\_Lender does not hold the rights to grant such permission, and it is [Insert museum name]'s responsibility to obtain legally required permissions and pay any fees required under copyrights held in the Property.

Regardless of the ownership of copyright held in the Property, [Insert museum name] must obtain the written permission of the Lender before [Insert museum name] permits any third party to obtain or use photographic or other reproductions of the Property except in the case of **1)** the educational use of copies of [Insert museum name] publications which contain such reproductions, or **2)** the use of such reproductions by the news media.

#### 6. Exhibition; Credits

Lender grants [Insert museum name] permission to exhibit the Property at [Insert museum name] or to include it in a traveling exhibition organized by [Insert museum name]. The Property will be shown in a dignified and suitable manner at all times. The public shall be admitted to see the Property without any restriction involving race, ethnicity, religion, nationality, gender or sexual orientation, and with reasonable accessibility to the physically challenged or as otherwise required by law. [Insert museum name] promises to indicate the ownership of the Property by accompanying each item or image of the Property with the following credit line, as indicated by Lender:

Lent by \_\_\_\_\_

#### 7. Return of the Property

**Expiration of the Loan** - The Property shall be returned to Lender following the conclusion of exhibition(s).

**Extraordinary Recall** - Lender shall have the right to recall some or all of Property before the end of loan period upon receipt by [Insert museum name] of written notice from Lender to reclaim the Property in the event of circumstances endangering the Property, such as war, natural disaster or other Act of God. In such case, [Insert museum name] will make best efforts to return the Property to Lender as promptly as possible. Should the loan be cancelled for any other reason, Lender assumes responsibility for insuring the Property. Additionally, all shipping arrangements and costs associated with shipping will be assumed by the Lender. If the Property remains on the premises of [Insert museum name] longer than 30 days after the receipt of the cancellation notice, [Insert museum name] will charge storage fees at a rate of \$100.00 per object, per month. **Open-ended Loans** - In the event that Lender and [Insert museum name] agree to extend the length of the loan for an open-ended period with no fixed expiration date, then [Insert museum name] will return the Property to Lender within thirty (30) days after receipt by [Insert museum name] of written notice from Lender to reclaim the Property.

**Unsuccessful Efforts to Return the Property** - If after good faith, diligent efforts [Insert museum name] shall be unable to return the Property to Lender within six (6) months after the conclusion of exhibition(s), then [Insert museum name] may store the Property (with the option to charge Lender both storage fees and the cost of property insurance), and contact designated individuals\* or, if applicable, the Estate of the Lender and will make a second good faith, diligent effort to return the Property. If, three (3) years after the conclusion of exhibition(s), the Property is not reclaimed, the Lender (or its legal successor) shall be deemed to have made an unconditional gift of the Property to [Insert museum name].

**\*Lender may choose to provide [Insert museum name] with the contact information of such designated individuals for this purpose.**

### **8. Traveling Exhibitions**

In the event that [Insert museum name] organizes a traveling exhibition that includes the Property and that involves [Insert museum name] loaning the Property to other institutions ("Secondary Borrowers"), Lender grants [Insert museum name] permission to do so, provided that the loan of the Property from [Insert museum name] to the Secondary Borrowers is subject to, and compatible with, the terms of this Agreement. [Insert museum name] will ensure that each Secondary Borrower carries appropriate all-risk fine arts insurance, and that the Property will be covered "wall-to-wall" from the time it leaves [Insert museum name] until it is returned at the end of the exhibition. Lender will receive a certificate of insurance from each Secondary Borrower. [Insert museum name]'s fine arts insurance policy will resume coverage when the Property is unloaded and secured on the premises at [museum address]. [Insert museum name] shall remain responsible and obligated under this Agreement regardless of the existence of any Secondary Borrowers, and Lender's recourse to [Insert museum name] shall remain unaffected.

### **9. Entire Agreement; Choice of Law**

This Agreement embodies the entire agreement and understanding between [Insert museum name] and Lender. In the event of conflicting terms between this Agreement and any other contemporaneous contract between Lender and [Insert museum name], the terms of this Agreement shall prevail. This Agreement may be amended, modified or supplemented only by a written instrument that both [Insert museum name] and Lender sign. This Agreement has been entered into in the State of New York and shall be governed by those laws of the State of New York which are applicable to contracts entered into and performed entirely within the State of New York without regard to conflicts of laws principles. The parties hereto consent to venue of the courts in Monroe County, State of New York.

### **10. Legal ownership; Solvency**

Lender is the legal owner of the Property, or is the duly authorized agent of same, and is fully empowered and authorized to lend the Property and to execute, deliver, perform and be bound by the terms of this Agreement. Lender is a solvent entity and the Property is not subject to any claims, liens or past due liabilities. To the best of the Lender's knowledge and belief, the Property has not been exported from any country or imported into the United States in violation of any applicable law. Lender agrees to report any changes in the representations made in this section to [Insert museum name] immediately.

### **11. Change of Title**

Lender has no present intention of transferring its interest in the Property and agrees not to transfer the Property during the term of the loan. If, due to any unforeseeable circumstances, title to the Property is transferred during such period, such transfer shall be subject to the terms of this Agreement and Lender shall notify [Insert museum name] promptly in writing of the transfer. Unless [Insert museum name] receives written notification of change of title, [Insert museum name] will return the Property to Lender upon termination of the loan.

### **12. Other Special Conditions**

- 1) As a part of standard museum practice, [Insert museum name] may choose to label or mark each loaned item with unique identifying numbers applying non-invasive, reversible methods. The Lender acknowledges this practice to be a necessary measure to ensure the safety and security of the loaned items and gives [Insert museum name] permission to so label/mark the Property.
- 2) [Insert museum name] may choose to conduct incoming condition reporting upon the arrival of Property, and the Lender gives [Insert museum name] permission to examine and photograph the Property to document its condition for this purpose.

**In witness whereof, Lender and [Insert museum name] have signed this Agreement as below.**

—TERMS AND CONDITIONS—

**This extended loan agreement ("Agreement") pertains to the loan of physical objects only and does not confer or imply the transfer of intellectual property (copyright) associated with the object. [Insert museum name] and Lender hereby agree as follows:**

#### **1. Length of Loan; Possible Renewal:**

The length of the loan is specified above in this Agreement. The actual dates of the loan period may change depending

on the shipping arrangements. At least thirty (30) days prior to the stated ending date of the loan period, Lender and [Insert museum name] shall reassess the status of the loan and consider various options best suited for the care of the object.

**2. Location, Care, and Physical Condition of the object:**

The object shall be located on [Insert museum name]'s premises for the entire duration of the loan, except when the object is temporarily retrieved by Lender in accordance with the terms set forth in **Section 8**, or if the object is temporarily sent out to a museum for exhibition (see section 9). [Insert museum name] shall provide and exercise the same diligent care and safe handling with respect to the object as it does in the care and handling of comparable collections of its own. **The George Eastman Museum** will conduct an inspection upon the arrival of the object to assess its physical condition overall and address possible conservation issues. (If applicable, **the George Eastman Museum** may provide Lender with a written report suggesting a suitable plan for the conservation of the object.)

**3. Insurance; Release of responsibility:**

Borrower shall insure the Property for the entire duration of the loan, including the transit to and from [Insert museum name], "wall-to-wall" under an all risk, fine-art (or property) insurance policy. [Insert museum name] agrees to provide the Lender with a certificate of insurance prior to the shipment of Property to the George Eastman Museum. The certificate of insurance should make a clear reference to the Property, and designate the Lender as the "Additional Insured" to prevent a subrogation claim against [Insert museum name] by the insurer. [Insert museum name] may refuse to accept the loan or custody of Property without proof of sufficient insurance coverage. Lender fully understands that [Insert museum name] does not provide any type of insurance coverage in relation to the care of Property or the transportation of Property, and assumes no liability. Lender further agrees that this Agreement shall constitute Lender's release of [Insert museum name] from its legal and financial responsibilities with respect to any damage to or loss of Property, regardless of the cause.

**4. Shipment:**

Lender is responsible for all expenses associated with the shipment of the object to and from [Insert museum name], including but not limited to, cost of transportation, packing/crating, and customs fee if applicable. When shipping the object from [Insert museum name], [Insert museum name] shall pack and ship in the same manner and with the same care as it would ship comparable collections of its own, and will charge directly incurred expenses to Lender. Both Lender and [Insert museum name] shall adhere to customs import/export regulations and procedures in a case of international shipments, and municipal or applicable local government regulations in a case of domestic/local shipments.

**5. Copyright Permission for Exhibition and Publicity:**

\_\_\_Lender represents that it holds the copyright to the object, and grants [Insert museum name] its permission to exhibit or display the object publicly, and reproduce a part of (or images of) the object for its cataloguing records and pertinent museum publicity in various media, including web sites of [Insert museum name].

\_\_\_Lender represents that it does not hold the copyright to any of Property, and it is [Insert museum name]'s responsibility to obtain legally required permissions from the copyright holder, and pay any fees if required under the copyright held in Property.

**6. Credit Line for Public Display:**

Whenever Property is publicly displayed or reproduced for pertinent publicity, [Insert museum name] will indicate the ownership of object by accompanying the object or image of the object with the following credit line, or such other designation as Lender may specify by indicating changes below:

**Lent by** \_\_\_\_\_

This credit line shall appear along with proper *Copyright Notice* that may be required by the appropriate copyright holder(s). [Insert museum name] will ensure that the object (or reproduced images of the object) will be shown

in a dignified and suitable manner at all times, and the public shall be admitted to see the object without any restriction involving race, ethnicity, religion, nationality, gender, or sexual orientation, and with reasonable accessibility by the physically challenged or as otherwise required by laws.

#### **7. Access by Lender:**

Lender or Lender's designated agent may visit [Insert museum name] to assess the storage condition of the object and the care provided by [Insert museum name]. To ensure the availability of appropriate personnel and to facilitate the access to the restricted storage area, Lender shall notify [Insert museum name] at least fifteen (15) business days in advance and make an appointment with [Insert museum name] employees. By appointment only, [Insert museum name] makes best efforts to accommodate such requests by Lender.

#### **8. Temporary Retrieval by Lender:**

Lender has the right to temporarily retrieve the object for a maximum of one hundred (100) days or a period indicated by a third-party loan agreement, should the object be included in an exhibition organized by a third party. The duration of temporary retrieval shall be determined in close communication with [Insert museum name], with the understanding that the temporary removal from [Insert museum name] premises shall not be construed a partial recall or early termination of the loan. The request for temporary retrieval by Lender shall be submitted to [Insert museum name] in writing at least thirty (30) business days prior to the desired shipment or release date with the desired duration of temporary removal. (If Lender requires the object be released to a designated third party, Lender must provide [Insert museum name] with detailed contact information of the third party, however, Lender acknowledges that [Insert museum name] does not bear any responsibilities in relation to the third party) [Insert museum name] shall release or ship out to a location of Lender's choice within twenty (20) business days of the receipt of such written request, and Lender will be responsible for all expenses associated with the shipment. Lender also understands that [Insert museum name] cannot accommodate more than four (4) requests of temporary retrieval or removal per calendar year. Lender fully understands that [Insert museum name]'s responsibility as the caretaker of the object is temporarily suspended as long as the removed or retrieved object is out of its physical custody, and further releases [Insert museum name] from any legal and financial responsibilities or any other liability that may arise from the accommodation of such request by Lender. [Insert museum name] shall not permit the object to be made available to or used by any third party without obtaining the prior written consent of the Lender. Any use to which the Lender has consented shall be on terms that include, at a minimum, provision by such party of full insurance coverage and indemnification of the Lender for any uses or misuses of the object by such party. In the event that the Lender consents to use by a third party and unless [Insert museum name] and Lender shall otherwise agree, [Insert museum name] shall administer the loan to the third party.

#### **9. Traveling Exhibitions**

In the event that [Insert museum name] organizes a traveling exhibition that includes the Property and that involves [Insert museum name] loaning the Property to other institutions ("Secondary Borrowers"), Lender grants [Insert museum name] permission to do so, provided that the loan of the Property from [Insert museum name] to the Secondary Borrowers is subject to, and compatible with, the terms of this Agreement. [Insert museum name] shall remain responsible and obligated under this Agreement regardless of the existence of any Secondary Borrowers, and Lender's recourse to [Insert museum name] shall remain unaffected.

#### **10. Early Termination of Loan; Extraordinary Recall:**

Lender has the right to terminate the loan before the ending date of loan period specified in this Agreement, and recall the object. Lender shall send a notice of early termination to [Insert museum name] in writing, and make shipping arrangements cooperatively with [Insert museum name]. [Insert museum name] shall release the object to Lender within (60) days after the receipt of such written notice. [Insert museum name] also reserves the right to terminate the loan and demand Lender to recall the object at any time. In such case, Lender shall make best efforts to remove the object from the custody and care of [Insert museum name] as promptly as possible. Regardless of the cause of early termination of loan by either party, the return or recall of the object shall be handled in accordance with the terms set forth in **Section 4**. Both parties shall have the right to relocate or remove some or all of the object from [Insert museum name] before the expiration of the loan in the event of a major

calamity endangering the object, such as war, natural disaster or other Act of God. In such extraordinary circumstances, [Insert museum name] shall make best efforts to transport or release the object while maintaining close communication with Lender.

#### **11. Return of Property; Unsuccessful Return:**

Unless both parties can agree on the terms of renewal in writing (or Lender chooses to donate the object to [Insert museum name] for its permanent collection), Lender and [Insert museum name] shall cooperatively arrange the return shipment and make best efforts to complete the transfer of physical custody before the ending date of the loan period, in accordance with the terms set forth in **Section 4**. If [Insert museum name], after making good-faith, diligent efforts to do so, shall be unable to return Property within six (6) months after the expiration or notified early termination of the loan, then [Insert museum name] may proceed to place the object in storage (with the option to charge Lender both storage fees and the cost of property insurance if applicable), and contact designated individuals\* to make a second good-faith effort to return the object. If the object shall not have been reclaimed, two (2) years after the expiration or notified early termination of this loan, Lender (or its legal successor) shall be deemed to have made an unconditional gift of the object to [Insert museum name].

\* [Insert museum name] strongly encourages Lender to provide contact information of such designated individuals for this purpose.

#### **12. Entire Agreement; Choice of Law:**

This Agreement embodies the entire agreement and understanding between [Insert museum name] and Lender with respect to the loan of the object. In the event of conflicting terms between the Agreement and any other contemporaneous contracts between Lender and [Insert museum name], the terms of this Agreement shall prevail. The terms set forth in this Agreement may be amended, modified or supplemented only by a written instrument that both [Insert museum name] and Lender sign. This Agreement has been entered into in the State of New York and shall be governed by those laws of the State of New York which are applicable to contracts entered into and performed entirely within the State of New York without regard to conflicts of laws principles. The parties hereto consent to venue of the courts in Monroe County, State of New York.

#### **13. Legal Ownership; Solvency:**

Lender represents that it is the sole, legal owner of the object, or is the duly authorized agent of same, and is fully empowered and authorized to lend the the object and to execute, deliver, perform and be bound by the terms of this Agreement. Lender is a solvent entity and the object itself is not subject to any claims, liens or past due liabilities. To the best of Lender's knowledge and belief, the object has not been exported from any country or imported into the United States in violation of any applicable law. Lender agrees to report any changes in the representations made in this section to [Insert museum name] immediately.

#### **14. Change of Title/Ownership:**

Lender shall not transfer title to the object without the prior written consent of [Insert museum name], which consent will not be unreasonably withheld. If the title to the object is transferred during the loan period, such transfer shall be subject to the terms of this Agreement and Lender shall notify [Insert museum name] promptly in writing of the transfer. Unless [Insert museum name] has received a written notification of change of title, [Insert museum name] is entitled to assume the object belongs to Lender and will return the object to Lender upon termination of the loan.

#### **15. Other Special Conditions:**

1) As a part of standard museum practice, [Insert museum name] may choose to label or mark each loaned object with unique identifying numbers applying non-invasive, reversible methods. The Lender acknowledges this practice to be a necessary measure to ensure the proper care of the loaned items and gives [Insert museum name] permission to so label or mark Property.

2) [Insert museum name] may conduct a preliminary inspection after the arrival of the object, and for this purpose Lender gives [Insert museum name] permission to photograph the external aspects of object to



document its physical condition as objects.

## **TERMS AND CONDITIONS**

### **1. Length of the Loan; Location; Payment of Fees; Cancellation**

The length of the loan shall be as specified above; the exact dates and any subsequent changes of such dates must be agreed upon by [Insert museum name] and Borrower in writing. Except when in transit and except in the case of "Traveling Exhibitions" described in **Section 8** of this Agreement, Property shall be located at Borrower's premises during the entire length of Loan Period. Fees and costs specified in the Loan Fee Summary shall be payable in full in U.S. dollars, net of all charges, at least fifteen (15) business days prior to the beginning of anticipated Loan Period specified above. Borrower may cancel the loan of Property up to thirty (30) business days prior to the beginning of Loan Period; however, [Insert museum name] shall be entitled to the payment of entire *Preparation Cost* and 75% of *Standard Loan Fee*, including *Rush Fee* if applicable, as specified in the Loan Fee Summary. If Borrower cancels the loan after such date, the entire amount of fees and costs becomes non-refundable or remains payable to [Insert museum name].

### **2. Care of the Property**

Borrower confirms that all of the representations it made in Facility Report remain true and accurate as of the date that Borrower is signing this Agreement. Borrower acknowledges that [Insert museum name] has agreed to lend the Property in reliance on Facility Report. Borrower also agrees that during Loan Period it will maintain its facilities as described in Facility Report and will give [Insert museum name] immediate written notice of any changes. [Insert museum name], at its discretion, may provide Borrower with condition reports documenting the condition of Property before the outbound shipment. Property shall be returned to [Insert museum name] in substantially the same condition as reported in the condition reports, and Borrower agrees to record both incoming and outgoing condition of Property using the condition report forms. Loss, damage, or deterioration, whether occurring in transit or otherwise, and regardless of the cause or party responsible, shall be reported immediately to [Insert museum name]. The Property shall not be examined by any invasive means or repaired in any way by Borrower or any person without a written permission from [Insert museum name]. Borrower will report to [Insert museum name] immediately any deviation in the condition of the Property. Borrower agrees that it will care for the Property in accordance with Handling & Installation Guidelines and Loan Checklist attached to this Agreement.

### **3. Loss or Damage; Insurance**

Borrower is responsible for items lost or damaged, regardless of the cause, from the time Property leaves [Insert museum name] until it is returned to the same. If some or all of Property is lost or destroyed, Borrower shall be responsible for the full value specified on Loan Checklist attached to this Agreement. In the event of damage, Borrower shall be responsible for the cost of repair work. [Insert museum name] may also elect not to repair damage, in which case Borrower shall be responsible for the reduction in market value of the damaged Property. Decisions regarding treatment or appraisal shall be agreed to in advance by Borrower and [Insert museum name]. Borrower will insure the Property "wall-to-wall" (including the transit) under an all-risk fine art policy covering all physical loss or damage to Property from any external cause, from the time it leaves [Insert museum name]'s loading dock until it is returned to same. At least three weeks or fifteen (15) business days prior to the shipment of Property, Borrower shall supply [Insert museum name] with a Certificate of Insurance evidencing such property coverage, indicating Borrower as the "Insured," naming [Insert museum name] as "Loss Payee" with respect to the Property, and specifying the total insurance value of Property and the amount allotted to each item as supplied on the Checklist. Under no circumstances will [Insert museum name] release Property for the shipment of loan without the sufficient evidence of insurance coverage required. [Insert museum name] also strongly recommends that Borrower will insure the loan of Property under a general liability insurance policy. Borrower should obtain an endorsement of its policy to name [Insert museum name] as "Additional Insured." Whether Borrower elects to do so or not, this Agreement shall constitute Borrower's release of [Insert museum name] from any liability arising from the loan of Property.

### **4. Shipping**

Borrower will pay the expenses of shipping Property from [Insert museum name] to Borrower and returning it to [Insert museum name] or to a location [Insert museum name] designates including all costs of

transportation arrangement, customs fee, packing and shipping insurance. Where special arrangements are necessary, such as accompaniment by a courier, [Insert museum name] shall inform Borrower in advance and Borrower shall be responsible for the expense of such arrangements. Borrower shall employ specialized fine art transporters, approved in advance by [Insert museum name]. Such transporters must **1)** provide a climate-controlled cargo environment, **2)** be secured by dual drivers, and **3)** be equipped with a shock absorbing mechanism such as "Air Ride." Borrower will pack Property for return to [Insert museum name] exactly as it was received. Should damage occur during transit, Borrower will notify [Insert museum name] immediately and save all packing materials and components until [Insert museum name] (or its agent) has had an opportunity to inspect the condition of the damaged item(s). Borrower is responsible for adhering to its country's import/export regulations and customs procedures. Borrower will also adhere to local regulations of shipments.

[Insert museum name] reserves the right to determine at any time prior to or during the loan period that courier accompaniment is required and to designate a courier. Borrower will be responsible for all costs incurred for the trips. Such costs include round trip airfare (business-class airfare for that portion of domestic and international trips escorting the Object(s) and any flight or combination of flights of 9 hours duration or longer), and hotel accommodations. The courier must be given in cash in advance of departure or upon arrival a per diem for meals, local transportation, and small miscellaneous travel related expenses (daily rate: \$100 for international travel, \$75 for US domestic travel. An additional \$100 to meet transport expenses to and from the airport is also required.). If the Borrower fails to pay any of these expenses directly, Lender will invoice the Borrower for them.

#### **5. Copyright; Reproductions**

It shall be Borrower's responsibility to obtain legally required permission, pay required fees for the use of copyrighted material, and otherwise observe any intellectual property laws applicable to Property. Payment of loan or other service fees to [Insert museum name] does not confer or express permission to reproduce, distribute, adapt or publish copyrighted material. Borrower agrees not to violate or allow the violation of any applicable copyright or intellectual property laws with respect to Property, and to be fully responsible for any infringement of author's moral rights. Borrower further agrees to indemnify and hold harmless [Insert museum name] against any and all third party claims relating to the loan of Property and arising from copyright or other intellectual property laws. Notwithstanding any legally required permission that Borrower has obtained from rights holders, without the prior consent of [Insert museum name], Borrower may not for any purposes photograph or reproduce Property in any media, including digital or electronic methods. If Borrower engages in any activities that will require reproduction of Property, Borrower must first contact [Insert museum name] for the terms governing the use of reproduced images and request desired reproductions. Borrower must obtain permission from [Insert museum name] before it allows any third party to use the reproductions provided by [Insert museum name].

#### **6. Proper Display; Credit Line for Lender**

Borrower will display Property in accordance with the terms of Loan Documents and the applicable local regulations and laws at the Borrower's exhibition site. Property shall be shown in a dignified and suitable manner. The public shall be admitted to see Property without any restriction involving race, religion, nationality, sex, or sexual orientation, and with reasonable accessibility to the physically challenged or as otherwise required by law. Each item or the image(s) of Property must be accompanied by the Credit Line as specified in Handling and Installation Guidelines attached to this Agreement. The Credit Line must appear **1)** next to Property or the image(s) of Property whenever publicly exhibited or displayed by means of reproduction in any media, **2)** on the same or facing page with the image(s) of Property in printed materials, along with proper *Copyright Notice* if applicable. Borrower will also acknowledge [Insert museum name] as the source of Property whenever references are made in textual material.

#### **7. Return of Property; Cancellation by Breach**

**Expiration of the Loan** - Property shall be returned to [Insert museum name] on or before the 10th day after the last day of exhibition that Borrower and [Insert museum name] agreed upon in writing. [Insert museum name]'s right to possession of Property shall accrue absolutely upon such date of termination, and Borrower shall



return Property in accordance with the terms of this Agreement and Handling and Installation Guidelines. **Breach** - If Borrower violates any terms of Loan Documents, [Insert museum name] may cancel the loan of Property or demand the return of some or all of Property within three (3) days of sending written notice to Borrower requiring surrender of Property due to breach. In such case, Borrower will be responsible for returning Property to [Insert museum name] in the same manner as though the loan had expired. [Insert museum name] reserves the right to inspect the use and condition of Property at any time. **Discretionary Recall** - [Insert museum name] also reserves the right to recall some or all of Property for any reason in its sole discretion before the expiration of the loan, ten (10) days after [Insert museum name] sends such written notice to reclaim. If [Insert museum name] demands the early recall of any of Property under this provision, [Insert museum name] shall prorate the loan fees set forth in the Loan Fee Agreement and refund the appropriate amount to Borrower. Furthermore, in the event of a Discretionary Recall by [Insert museum name], [Insert museum name] shall pay for the return shipment of the recalled items.

### **8. Traveling Exhibitions**

In the event that Borrower wishes to act as the organizer of a touring exhibition that includes Property and that will entail Borrower loaning Property to other participating institutions ("Secondary Venues"), Borrower may do so, subject to the following terms and conditions: **a)** Borrower must obtain a copy of AAM standard facility report from each Secondary Venue and forward a copy of such document to [Insert museum name] at least six (6) months in advance of the proposed shipment of Property to the Secondary Venue. [Insert museum name], in its sole discretion, may approve or disapprove such secondary loans. **b)** The terms of secondary loan from Borrower to Secondary Venue(s) must be subject to and compatible with the terms and conditions of this Agreement, and it is Borrower's responsibility to enforce prescribed requirements and obligations in relation to Secondary Venue(s), which are the same or stricter than those of agreements between [Insert museum name] and Borrower. Borrower shall remain responsible and obligated under Loan Documents regardless of the existence of any Secondary Venue(s), and [Insert museum name]'s recourse to Borrower shall remain unaffected. **c)** Borrower shall also be responsible for ensuring that Secondary Venues obtain applicable copyright permission and pay all fees required by rights holders in accordance with the **Section 5** of this Agreement.

### **9. Due Organization and Authorization; Solvency**

Borrower is a not-for-profit corporation or an educational institution duly organized, validly existing and in good standing under the laws of the state in which it is located. Borrower further represents that it is a solvent organization and is duly authorized to borrow Property for its own use and pay necessary fees, and has adequate means and resources to execute, deliver, perform and be bound by the terms of this Agreement and Loan Documents. Borrower is not in default with respect to any obligations, and its assets are greater than its liabilities as determined by generally accepted accounting practices, and are not subject to any claims, liens or past due liabilities. Borrower agrees to inform [Insert museum name] of any changes in the representations made in this section immediately.

### **10. Entire Agreement; Resolution of Conflicting Documents; Choice of Law**

Loan Documents embody the entire agreement and understanding between Borrower and [Insert museum name]. In the event of conflicting terms between Loan Documents and any other contemporaneous contract between Borrower and [Insert museum name], the terms of Loan Documents shall prevail. Loan Documents may be amended, modified or supplemented only by a written instrument that both Borrower and [Insert museum name] sign. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Borrower shall pay all costs and expenses incurred by [Insert museum name] arising from enforcing the Loan Documents, including reasonable attorneys' fees.

Signature of or authorized agent:

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

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

For and on behalf of [\[Insert museum name\]](#):

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

Please sign, date and return two copies of this Loan Agreement to the Registrar's Office at [\[Insert museum name\]](#) within ten (10) business days. We will return a countersigned copy for your records.