**Incoming Loan Form**

**We highly recommend having legal counsel review such documentation. We also recommend filling out and having on hand a copy of a** [**General Facility Report**](mailto:https://www.aam-us.org/2023/08/01/general-facility-report/) **Form.**

**DELETE THIS BOX**

|  |  |
| --- | --- |
| **Date:** |  |
| **Loan #:** |  |

**Contact Information:**

|  |  |  |
| --- | --- | --- |
| Name Last: First: MI: |  | State/Country: |
| Street address: | City: | Zip code: |
| Phone: | Email: |  |

**Loan Information:**

|  |  |  |
| --- | --- | --- |
| **Purpose of loan** |  | |
|  | Exhibition | Title of Exhibition: |
|  | Research | Acquisition Review |
|  | Other: |  |
| **Loan Period** | From [DATE] to [DATE] | |
| **Date of shipment** |  | |
| **Method of shipment** |  | |
| **Overall Condition:** | Excellent  Good  Fair  Poor | |

I, the undersigned, acknowledge that I have full authority and power to make this loan. I have read the above and the attached “Conditions Governing Incoming Loans” and agree to be bound by them.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Museum Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Lender Signature Date

Please review and sign both copies and return one in the envelope provided. The other copy is for your records.

**Return Information:**

Date returned: Packed by:

**Be sure to include an image(s) of the item(s)**

**Be sure to include an image(s) of the item(s)**

**CONDITIONS GOVERNING INCOMING LOANS**

**Add in the museum’s own approved Conditions or use these more generic terms to develop your own.**

**DELETE THIS BOX**

**GENERAL**

* The condition of all incoming loans is fully documented in writing using the **[Museum]**’s condition report form.
* If there is a change in ownership or change in the identity or address of the lender of any loaned item (whether through death, sale, gift, insolvency, or otherwise), the lender or their agent must promptly notify the borrower, in writing.

**DURATION**

* Incoming loans are not made for more than one year.
* If needed, the museum will submit a written request to the lender for a loan extension, at least three months prior to the expiration of the originally agreed upon end date.
* The **[Museum]** does not accept permanent loans.

**CARE AND EXHIBITION**

* The museum will provide the same care for borrowed items that it does in the safekeeping of its own property.
* Evidence of damage or loss to the items will be reported to the lender immediately and in writing and will include images of said damage.
* Unless authorized in writing by the lender, items will not be subjected to restoration, conservation, cleaning, pest treatment, destructive sampling or invasive techniques, or further preparation. If permission is granted for any of the above, a complete written and photographic record of materials and techniques will be supplied to the lender.
* It is understood by the lender that all items are subject to gradual, inherent deterioration for which neither party is responsible.

**INSURANCE**

* Items shall be insured at the Borrower's expense for the value stated on the attached list of items under an all-risk wall-to-wall policy subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin, or inherent vice, hostile or warlike actions, insurrection, rebellion, nuclear reaction, nuclear radiation, or radioactive contamination.
* Should the lender request to additionally insure the item(s), lender will provide the museum with a certificate of insurance, or a copy of the policy made out in favor of the borrower prior to the shipment of the loan. The borrower must be notified in writing at least 30 days prior to any cancellation or meaningful changes in the lender's policy. Any lapse in coverage, any failure to secure insurance and/or inaction by the lender will release the borrower from liability for loss or damage.
* The **[Museum]** will provide proof of insurance to the lender upon request.
* The lender will provide the value for all borrowed items with documentation as to the current market or appraised value.

**TRANSPORTATION AND PACKING**

* The **[Museum]** will bear all costs of transportation and packing unless otherwise agreed to in writing.
* The borrower will return all loan items in the original packing material or a comparable alternative.

**COPYRIGHT AND REPRODUCTION**

* Except for loan-related publicity and condition documentation purposes, the museum will not photograph, cast, or otherwise reproduce an item without written permission from the lender.

**CREDIT**

* Unless otherwise specified by the lender, incoming loan items used for exhibition or publication will include a credit line reading: “Courtesy of (Lending Institution/Individual)”. The credit will be accompanied by the lender’s assigned catalog number when included in an exhibit catalog or research publication.
* The **[Museum]** will provide, at no cost to the lender, a hard or electronic copy of any publication resulting from the loan of items.

I, the undersigned, acknowledge that I agree to the terms and conditions stated in this agreement. **Initial:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_