



POLICY AND CONDITIONS GOVERNING LOANS FROM THE COLLECTIONS OF THE MINNESOTA HISTORICAL SOCIETY

POLICY

The Minnesota Historical Society (MHS) lends materials from its collections only to museums, historical societies, libraries, and other organizations which in MHS's judgment can comply with the conditions stated below. Loans will generally not be approved for extremely fragile items, frequently used holdings, or materials that will be used soon in forthcoming exhibits at MHS.

PROCEDURE FOR REQUEST AND APPROVAL OF LOANS

Parties wishing to borrow items from MHS collections should conduct any necessary research and send a written request for the loan to the Central Registrar, Minnesota Historical Society, 345 Kellogg Boulevard West, St. Paul, MN 55102. In addition to the request letter, the requester will be required to complete an American Association of Museums/Registrars' Committee Standard Facility Report. After the request and facility report are received, Society staff will review the request. At the end of the review, the requester will be notified in writing whether or not the loan request is approved.

Requesters must allow adequate time for this review process to occur. It is required that requests for loans from MHS collections be submitted at least three months before the beginning date of the loan period; for requests of numerous items, large artifacts, or items requiring significant conservation treatment, additional time will be required.

Questions regarding MHS loan policies and procedures should be directed to the Central Registrar at the address above, or call 651-259-3272, or e-mail nicole.delfino@mnhs.org.

CARE, PRESERVATION, AND EXHIBITION

Items borrowed shall be given special care at all times to insure against loss, damage, or deterioration. The borrower agrees to meet any special requirements for installation and handling that may be specified by MHS. Furthermore, MHS may require an inspection and approval of the actual installation by a member of its staff as a condition of the loan at the expense of the borrower. All items lent by MHS have been examined and are considered to be in sound condition for loan. Upon receipt and prior to return of the item, the borrower must make a written record of condition.

MHS's central registrar is to be notified immediately, followed by a full written report, including photographs, if damage or loss is discovered. No item may be altered, cleaned, or repaired without prior written permission of MHS. Items must be maintained in a building equipped to protect items from fire, smoke, or flood damage; under 24-hour physical and/or electronic security; and protected from extreme temperatures and humidity, excessive light, and from insects, vermin, dirt, or other environmental hazards. Items must be handled only by EXPERIENCED PERSONNEL. Items included in exhibits must be secured from damage and theft by appropriate brackets, railings, display case, or other responsible means.

Items borrowed shall be kept at the location specified on the front of the loan agreement. Borrower may not lend items to any third party.

INSURANCE AND LIABILITY

Borrower is liable for any loss or damage to items borrowed from the time they leave MHS possession until they are returned to MHS possession.

Unless stated otherwise in the Agreement for Outgoing Loan, items shall be insured at the borrower's expense during the period of the loan for the value stated on the face of the agreement under an all-risk wall-to-wall policy subject to MHS approval.

If the borrower is insuring the item, MHS must be furnished with a certificate of insurance naming MHS as an additional insured or a copy of the policy, at MHS's option, prior to shipment of the item. The MHS central registrar must be notified in writing at least 20 days prior to any cancellation or change in the borrower's policy. Any lapses in coverage, any failure to secure insurance and/or any inaction by the lender regarding notice will not release the borrower from liability for loss or damage.

Insurance value may be reviewed periodically and MHS reserves the right to increase coverage if reasonably justified during the loan period. In the event of loss or damage, the borrower's maximum liability will be limited to the insurance limits required under the agreement, whether such insurance is in effect or not.

PACKING AND TRANSPORTATION

Packing and transportation shall be by safe methods approved in advance by MHS. Unpacking and repacking must be done by experienced personnel under competent supervision. Repacking must be done with the same or similar material and boxes, and by the same methods as the item was received. Any additional instructions specified by MHS will be followed.

Unless otherwise specified, all costs of conservation, packing, transportation, customs, and other loan-related costs from the time each item leaves the premises until returned, shall be borne by the borrower.

REPRODUCTION AND CREDIT

The borrower may photograph the item covered by this agreement only for record and publicity purposes and for reproduction in exhibit publications unless otherwise specified on the face of the Agreement for Outgoing Loan. Framed, matted, or mounted items must not be removed from their frames, mats, or mounts for photography. Other photographic requests must be submitted in writing to MHS for prior approval, which may be withheld at MHS's sole discretion. The borrower may not reproduce such item in any media for any purpose other than those specified in the agreement, nor may item be subjected to technical examination, without the prior written permission of MHS.

Information about each item which is used in publications, labels, or for any other purpose shall conform to the catalog data furnished by MHS and shall always credit the Minnesota Historical Society using the exact credit line appearing on the face of the Agreement for Outgoing Loan.

RETURN/EXTENSION/CANCELLATION

Items lent must be returned to MHS in satisfactory condition by the date specified on the face of the Agreement for Outgoing Loan unless an extension of the loan period has been requested by the lender and approved in writing by MHS. If the loan period is extended, insurance coverage must also be extended for the full loan period. MHS reserves the right to recall the item from loan on short notice, if necessary. Furthermore, MHS reserves the right to cancel the loan for good cause at any time, and will make every effort to give reasonable notice thereof.

INTERPRETATION

In the event of any conflict between the MHS Agreement for Outgoing Loan and any forms of the borrower, the terms of the MHS agreement shall be controlling. This agreement shall be construed in accordance with the law of the State of Minnesota.

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