



MINNESOTA HISTORICAL SOCIETY

IL2004.XX

AGREEMENT FOR INCOMING LOAN

Lender:
Address:
Telephone:
Loan purpose:
MHS location:
Exhibit dates:
Loan dates:
Loan request initiated by:

DESCRIPTION OF LOAN ITEMS:

INSURANCE VALUES:



SHIPPING: The shipping arrangements below will be followed unless changed in writing by MHS after consultation with the lender.

Objects will be shipped from: Lender, address above
Objects will be returned to: Lender, address above
Shipment via: MHS Staff

INSURANCE: Please read insurance conditions on reverse before making a selection.

- ___ Minnesota Historical Society will insure loan
___ Lender wishes to insure loan under own policy and will bill Minnesota Historical Society for pro-rata cost of insurance;
___ Lender agrees to waive insurance coverage

LENDER NAME as it should appear in CREDIT LINE for exhibition label and catalog:

SPECIAL CONDITIONS/INSTRUCTIONS:

LENDER: I have read and agree to the conditions on the reverse of this form and certify that I have full authority to enter into this agreement.

Signature _____ Date _____
Title _____

APPROVED FOR MINNESOTA HISTORICAL SOCIETY BY:

Signature _____ Date _____
Title Dan Spock, Head of Exhibits Department

Lender: Please sign and return both copies to the MHS Central Registrar at the address below. A countersigned copy will be returned to you.

CONDITIONS GOVERNING LOANS TO THE MINNESOTA HISTORICAL SOCIETY

In consideration of the mutual promises and obligations set forth herein, the Minnesota Historical Society and the lender agree to the following terms and conditions.

POLICY

This agreement form is to be used when objects are loaned from an outside agency or individual to any unit of the Minnesota Historical Society (MHS) for purposes such as a temporary exhibit or research. This agreement covers all the terms and conditions of the loan either express or implied.

CARE, PRESERVATION, AND EXHIBITION

MHS will give to items borrowed the same care as it does comparable property of its own. Precautions will be taken to protect items from fire, theft, mishandling, dirt and insects, and extremes of light, temperature, and humidity while in MHS's custody. It is understood by the lender and MHS that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible.

Evidence of damage at the time of receipt or while in MHS's custody will be reported immediately to the lender.

No alteration, restoration, or repair of loan items will be undertaken without the written authorization of the lender.

MHS retains the right to determine when, if, and for how long objects borrowed will be exhibited. MHS retains the right to cancel the loan upon reasonable notice to the lender.

TRANSPORTATION AND PACKING

The lender certifies that the items lent are in such condition as to withstand ordinary strains of packing and transportation and handling. A written report of the condition of the items prior to shipment must be sent by the lender to MHS; otherwise, it will be assumed that items are received in the same condition as when leaving the lender's possession. Condition reports will be made at MHS on arrival and departure.

The method of shipment must be agreed upon by both parties.

The lender will assure that loan items are adequately and securely packed for the type of shipment agreed upon, including any special instructions for unpacking and repacking. Items will be returned packed in the same or similar materials as received unless otherwise authorized by the lender.

INSURANCE

Items to be insured by MHS will be covered by an all-risk wall-to-wall rider on MHS's institutional insurance policy subject to the standard exclusions contained in this policy. Insurance will be placed in the amount specified by the lender herein which must reflect fair market value. Lender's failure to indicate a value constitutes lender's authorization to MHS to set a value for purposes of insurance for the period of the loan. Said value is not to be considered an appraisal.

If the lender elects to maintain his own insurance coverage, then prior to shipping MHS must be supplied with a certificate of insurance naming MHS as an additional insured. If the lender fails to provide said certificate, this failure shall constitute a waiver of insurance by the lender. MHS shall not be responsible for any error or deficiency in information furnished by the lender to the insurer or for any lapses in such coverage.

In the case of long-term loans, it is the responsibility of the lender to notify MHS of changes in insurance valuations.

If the lender elects to waive insurance, this waiver shall constitute the agreement of the lender to release and hold harmless MHS and its employees, officers, and agents from all liability in connection with the item(s) while on loan to MHS except for clear gross negligence.

The amount payable by insurance secured in accordance with this agreement is the sole recovery available to the lender from MHS in the event of loss or damage.

REPRODUCTION AND CREDIT

Unless stated otherwise in the SPECIAL CONDITIONS/INSTRUCTIONS section on the face of this agreement, the loan items may be photographed or reproduced by MHS for educational, catalog, and publicity purposes. It is understood that objects on exhibit may be photographed by the general public, unless specifically prohibited by the lender.

Unless otherwise instructed in writing, MHS will give credit to the lender as specified on the face of this agreement in any publications and on exhibit credit panels.

CHANGE IN OWNERSHIP AND/OR ADDRESS

It is the responsibility of the lender or the lender's agent to notify MHS promptly in writing if there is any change in ownership of the items (whether through inter vivos transfer or death) or if there is a change in the identity or address of the lender. MHS assumes no responsibility to search for a lender (or owner) who cannot be reached at the address of record.

RETURN OF LOANS

Unless otherwise agreed in writing, a loan terminates on the date specified on the face of this agreement. Upon termination of a loan, the lender must contact MHS to arrange for a return or renewal. If the lender has not contacted MHS within thirty days of the termination of this loan, MHS will attempt to notify the lender in writing at the last known address of the need to arrange a return or renewal.

Objects will be returned only to the lender of record or to a location mutually agreed upon in writing by MHS and the lender of record. In case of uncertainty, MHS reserves the right to require a lender/claimant to establish title by proof satisfactory to MHS.

When the loan is returned, MHS will send the lender a receipt form. If this form is not signed and returned within thirty days after mailing, MHS will not be responsible for any damage or loss.

If MHS's efforts to contact the lender following the termination of this loan are unsuccessful, the items will be maintained at the lender's risk and expense for a maximum of one year. If after one year the items have not been claimed, then and in consideration for maintenance and safeguarding, the lender/owner agrees that the items become the unrestricted property of MHS.

APPLICABLE LAW

This agreement shall be construed in accordance with the laws of the State of Minnesota.