

CONDITIONS GOVERNING INCOMING ITEMS

CARE, PRESERVATION & EXHIBITION

1. Items will remain in the possession of the The LaVernia Heritage Museum (LVHM) except as necessary during shipping. LVHM will care for borrowed objects in the same manner as it cares for comparable property of its own.
2. Evidence of damage at the time of receipt or while in LVHM's custody will be reported immediately to the Lender. It is understood that objects, which in the opinion of LVHM show damage by infestation, may be fumigated at the discretion of LVHM.
3. The Lender will be requested to provide written authorization for any alteration, restoration, or repair.
4. LVHM retains the right to determine when, if, and for how long objects borrowed will be exhibited. LVHM retains the right to cancel the loan upon thirty days notice to the Lender.

TRANSPORTATION AND PACKING

1. The Lender certifies that the objects lent are in such condition as to withstand ordinary strains of packing, transportation and handling. The Lender will ensure that said objects are adequately and securely packed for the type of shipment agreed upon, including any special instructions for unpacking and repacking. A written report of the condition of objects, including photographs, must be provided by the Lender to LVHM. Condition of objects will be noted by LVHM on arrival and departure. Objects will be returned packed in the same or similar materials as received, unless otherwise authorized by the Lender.
2. Costs of shipping and packing must be agreed upon by both parties in writing.
3. Government regulations will be adhered to in international shipments. As a rule, the Lender is responsible for adhering to its country's import/export requirements and the borrower is responsible for adhering to its country's import/export requirements.
4. The Lender will ensure that said objects are adequately and securely packed for the type of shipment agreed upon, including any special instructions for unpacking and repacking. Items shipped must be photographed at time of shipment and arrival. Objects will be returned packed in the same or similar materials as received, unless otherwise authorized by the Lender.

INSURANCE

1. Insurance must be provided by the lender, if insurance is desired.
2. LVHM must be supplied with a certificate of insurance naming LVHM as an additional insured or waiving rights of subrogation prior to shipping. If the Lender fails to provide said certificate, this failure shall constitute a waiver of insurance by the Lender (see No. 4 below). LVHM 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.
3. In case of long-term loans, it is the responsibility of the lender to notify LVHM of current insurance valuations.
4. If insurance is waived by the Lender, this waiver shall constitute the agreement of the Lender to release and hold harmless LVHM from any liability for damages to or loss of the loaned property.
5. The amount payable by insurance secured in accordance with this loan agreement is the sole recovery available to the Lender from LVHM in the event of loss or damage. Any possible claims are hereby waived.

REPRODUCTION AND CREDIT

1. Unless otherwise notified in writing by the Lender, LVHM may photograph or reproduce the objects lent for education, catalog, and publicity purposes.
2. Unless otherwise instructed in writing, LVHM will give credit to the Lender as specified on the face of this agreement in any publications. Individual labels for objects on display are provided at the discretion of LVHM.

OWNERSHIP

1. The Lender warrants full title as the sole owner of the objects listed on this agreement or as the legal representative of the owner(s).
2. It is the responsibility of the Lender to give prompt notice to LVHM if there is a change in ownership of the objects on loan, or if there is a change in the identity or address of the Lender.

RETURN OF LOANS

1. Unless otherwise notified in writing, the museum will release borrowed objects only to the Lender or to his/her legal representative upon request.
2. Unless otherwise agreed to in writing, the loan will terminate on the date specified in the loan agreement.
3. If LVHM's effort to return the borrowed objects is unsuccessful, then at the end of three years following the expiration date of the loan, LVHM may treat the loaned property as a gift and claim title.

END

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