

P L E A S A N T O N



MUSEUM ON MAIN

## Incoming Loan Agreement

Loan # \_\_\_\_\_

**BORROWER:**

Amador Livermore Valley Historical Society  
603 Main Street  
Pleasanton, CA 94566

*Phone:* (925) 462-2766

*Email:* curator@museumonmain.org

Curator: Ken MacLennan \_\_\_\_\_

Signature: \_\_\_\_\_

**LENDER:**

Institution/Private collector: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ Email: \_\_\_\_\_

Street, State, Zip: \_\_\_\_\_

Responsible person: \_\_\_\_\_ Signature: \_\_\_\_\_

In accordance with the conditions printed on the reverse of this form, the objects listed below are borrowed for the following purpose(s): Display in the exhibit "Imagination Expressed 2021"

<b>Object</b>	<b>Description</b>	<b>Value (for insurance purposes)</b>

## **Conditions Governing Loans to Pleasanton's Museum on Main**

### **Care, Preservation, and Exhibition**

1. The Museum will provide for borrowed objects the same care as it does for comparable property of its own. Precautions will be taken to protect objects from fire, theft, mishandling, dirt and insects, and extremes of light, humidity, and temperature while they are in the Museum's custody. Both the Lender and the Museum understand that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible.
2. Evidence of damage at the time of receipt or while in the Museum's custody will be reported immediately to the Lender. It is understood that objects that in the opinion of the Museum show evidence of infestation may be isolated in sealed packaging and treated at the Museum's discretion.
3. The Lender will be requested to provide written authorization for any alteration, restoration, or repair. The Museum may examine objects by any and all scientific methods available.
4. The Museum retains the right to determine when, if, and for how long borrowed objects will be exhibited. The Museum retains the right to terminate the loan upon reasonable notice to the Lender.

### **Transportation and Packing**

1. The Lender certifies that objects lent are in such condition as to withstand ordinary strains of packing, transportation, and handling. Unless the Lender provides a written report of the condition of objects prior to shipment, it will be assumed that objects are received in the same condition as when they left the Lender's possession. Condition records, which may include photographs, will be made by the Museum upon the objects' arrival and again upon their departure from the Museum.
2. Costs of transport and packing will be borne by the Museum unless the loan is at the Lender's request, or unless both parties agree to an alternative arrangement. Methods of shipment must be agreed upon by both parties.
3. International shipments will comply with all relevant governmental regulations. As a rule, the Lender is responsible for complying with its country's import/export requirements and the Museum is responsible for complying with its country's import/export requirements.
4. The Lender will ensure that all objects lent are adequately and securely packed for the type of shipment agreed upon, including any necessary instructions for packing and/or unpacking. Objects will be returned packed in the same or similar materials as they were received, unless otherwise authorized by the Lender.

### **Insurance**

1. Objects will be insured for the amount specified herein by the Museum under its "all-risk" wall-to-wall policy subject to the following standard exclusions: normal wear and tear, gradual deterioration, insects, vermin, or inherent vice; repairing, restoration or retouching process; hostile or warlike action, insurrection, rebellion, etc.; nuclear reaction, nuclear radiation or radioactive contamination. The Museum will obtain coverage in the amount specified by the Lender herein, which must reflect fair market value. If the Lender fails to indicate an amount, the Museum, with the implied concurrence of the Lender, will assign a value only for the purposes of insuring the object(s) for the duration of the loan. Said value is not to be considered an appraisal.
2. If the Lender elects to maintain the Lender's own insurance coverage, then prior to shipping the Museum must be supplied with a certificate of insurance naming the Museum as an additional insured or waiving rights of subrogation. If the Lender fails to provide said certificate, this failure shall constitute a waiver of insurance by the Lender (see #4 below). The Museum 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 the case of long-term loans, it is the responsibility of the Lender to notify the Museum of any changes in insurance valuations.
4. If the Lender waives insurance, this waiver shall constitute the agreement of the Lender to release and hold harmless the Museum from any liability for damages or loss of the loan property.
5. The amount payable by insurance secured in accordance with this loan agreement is the sole recovery available to the Lender from the Museum in the event of loss or damage. Any recovery for depreciation or loss of value shall be calculated as a percentage of the insured value specified by the Lender in the agreement.

### **Reproduction and Credit**

Unless otherwise notified in writing by the Lender, the Museum may photograph or reproduce the lent objects for educational, catalog, and publicity purposes. It is understood that objects on exhibit may be photographed by the general public. Unless otherwise instructed in writing, the Museum will give credit to the Lender as specified on the face of this agreement in any publications. Whether individual labels are provided for objects on display is at the discretion of the Museum.

### **Change in Ownership and/or Address**

It is the responsibility of the Lender or his agent to notify the Museum promptly in writing if there is any change in ownership of the objects (whether through *inter vivos* transfer or death), or if there is a change in the identity or address of the Lender. The Museum assumes no responsibility to search for a Lender (or owner) who cannot be reached at the address of record.

(Conditions continue on reverse of p. 2.)

**INITIATION DATE: 11 Jan 2021**

**TERMINATION DATE: 8 Mar 2021**

**INSURANCE AND SHIPPING/PACKING:**

Insurance Paid By: \_\_\_\_\_ Policy # \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Packer: \_\_\_\_\_ Shipping Paid By: \_\_\_\_\_

Method of Shipping: To Museum: Lender delivery From Museum: Lender pickup

**SPECIAL REQUIREMENTS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CREDIT LINE (for exhibit label and catalog):** \_\_\_\_\_

\_\_\_\_\_

## **RETURN**

**Return Status:**

\_\_\_\_\_

**For Borrower:**

Date: \_\_\_\_\_ Returned by: \_\_\_\_\_

Signature: \_\_\_\_\_

**For Lender:**

Responsible person received back the loan: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

**Conditions Governing Loans to Pleasanton's Museum on Main  
(continued from reverse of p. 1)**

**Return of Loans**

1. Unless otherwise agreed in writing, a loan terminates on the date specified on the face of this agreement. If no date is specified, the loan shall be for a reasonable period of time, but in no event to exceed three years. Upon termination of a loan, the Lender is on notice that a return or renewal must be effected, or else an unrestricted gift of the objects will be inferred.
2. Objects will be returned only to the Lender of record or to a location mutually agreed upon in writing by the Museum and the Lender of record. In case of uncertainty, the Museum reserves the right to require a Lender/claimant to establish title by proof satisfactory to the Museum.
3. When the loan is returned, the Museum will send the Lender a receipt form. If this form is not signed and returned within thirty days after mailing, the Museum will not be responsible for any damage or loss.
4. If the Museum's efforts to return objects within a reasonable period following the termination of the loan are unsuccessful, then the objects will be maintained at the Lender's risk and expense for a maximum of X years. If after X years the objects have not been claimed, then and in consideration for maintenance and safeguarding, the Lender/Owner shall be deemed to have made the objects an unrestricted gift to the Museum.

**Applicable Law**

This agreement shall be construed in accordance with the law of the State of California.

**I have read and agree to the above conditions, and I certify that I have full authority to enter into this agreement.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Lender\*)

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

\*If Lender is not the owner, please complete the following two lines:

Owner's name: \_\_\_\_\_

Owner's address: \_\_\_\_\_

**APPROVED FOR MUSEUM**

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

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

*(Please sign and return both copies of this agreement.)*