



Loan Number: \_\_\_\_\_

(Museum use only)

## Museums of Historic Hopkinsville-Christian County

217 East 9th Street

P.O. Box 1093

Hopkinsville, KY

270-887-4270

### Incoming Loan Agreement Form

Today's Date: \_\_\_\_\_

Lender: \_\_\_\_\_

Individual or Institution: \_\_\_\_\_

Name and Title of Authorized Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ or \_\_\_\_\_

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

#### **Description of Objects on Loan:** Additional Objects are included on the Continuation of Objects List

Artist/Maker/Manufacturer(s): \_\_\_\_\_

Owner(s): \_\_\_\_\_

Affiliate(s): \_\_\_\_\_

Relevant Dates with Explanations: \_\_\_\_\_

Medium/Materiality: \_\_\_\_\_

Height: \_\_\_\_\_ Length: \_\_\_\_\_ Depth: \_\_\_\_\_ Diameter: \_\_\_\_\_ Weight: \_\_\_\_\_

Credit Line (For label, publicity, etc): \_\_\_\_\_

Copyright Interests: \_\_\_\_\_

Provenance: \_\_\_\_\_

Insurance Value: \_\_\_\_\_

## Continuation of Objects List

Artist/Maker/Manufacturer(s): \_\_\_\_\_

Owner(s): \_\_\_\_\_

Affiliate(s): \_\_\_\_\_

Relevant Dates with Explanations: \_\_\_\_\_

Medium/Materiality: \_\_\_\_\_

Height: \_\_\_\_\_ Length: \_\_\_\_\_ Depth: \_\_\_\_\_ Diameter: \_\_\_\_\_ Weight: \_\_\_\_\_

Credit Line (For label, publicity, etc): \_\_\_\_\_

Copyright Interests: \_\_\_\_\_

Provenance: \_\_\_\_\_

Insurance Value: \_\_\_\_\_

Artist/Maker/Manufacturer(s): \_\_\_\_\_

Owner(s): \_\_\_\_\_

Affiliate(s): \_\_\_\_\_

Relevant Dates with Explanations: \_\_\_\_\_

Medium/Materiality: \_\_\_\_\_

Height: \_\_\_\_\_ Length: \_\_\_\_\_ Depth: \_\_\_\_\_ Diameter: \_\_\_\_\_ Weight: \_\_\_\_\_

Credit Line (For label, publicity, etc): \_\_\_\_\_

Copyright Interests: \_\_\_\_\_

Provenance: \_\_\_\_\_

Insurance Value: \_\_\_\_\_

**Number of Objects in Loan:** \_\_\_\_\_

**Special Instructions:**

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May we reframe, re-mat or remount if necessary? Yes  No

May we secure hanging devices onto the artifact? Yes  No

***Shipping and Insurance:***

Packing

Transportation

Insurance

Responsible Party	In	Out	In	Out	Transit	In-House
Museum						
Lender						

Notes: \_\_\_\_\_

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**Purpose of the Loan:** Exhibition      Research      Conservation      Education      Other (Please Specify):

**Duration of Loan:** From: \_\_\_\_\_ to: \_\_\_\_\_

Extended To: \_\_\_\_\_

## Terms and Conditions of Loan

### Care, Preservation and Exhibition

1. The Museum will give to objects borrowed the same care as it does comparable property of its own. Precautions will be taken to protect objects from fire, theft, mishandling, dirt and insects, and extremes of light, temperature and humidity while in the Museum's custody. It is understood by the Lender and the Museum that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible. Exceptions to this rule include artifacts used for education purposes, which, are subject to a greater degree of handling, and are therefore subject to a greater degree of wear, for which the museum is not responsible unless damage is result of gross negligence.
2. Evidence of damage at time of receipt or while in the Museum's custody will be reported immediately to the Lender. It is understood that objects, which in the opinion of the Museum show evidence of infestation, may be fumigated at the discretion of the Museum.
3. The Lender will be requested to provide written authorization for any alteration, restoration or repair. The Museum may examine objects by all modern scientific methods. Light cleaning of the property is authorized.
4. The Museum retains the right to determine when, if and for how long objects borrowed will be exhibited. The museum retains the right to cancel the loan upon reasonable 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 and transportation and handling. If shipped, a written report of condition of objects prior to shipment must be sent by the Lender to the Museum. Otherwise, it will be assumed that objects are received in the same condition as when leaving the Lender's possession. Condition records which may include photographs will be made at the Museum on arrival and departure.
2. The Lender is responsible for all costs and liability relating to the transportation of the Objects on Loan to and from the Museum unless otherwise stated. The lender is responsible to ensure that the objects on loan are properly packed and stored for transportation to and from the Museum unless otherwise stated.
3. Unless otherwise stated, it is the responsibility of the Lender to arrange for transportation to and from the Museum.

### Insurance

1. Unless otherwise stated, the Lender is responsible for insurance coverage for the objects on loan for the terms of this agreement and until the objects on loan are picked-up for transportation.
2. Unless otherwise stated, the Lender is responsible for insurance coverage for the transportation both to and from, the Museum
3. In the event that the Museum carries insurance for the loan, If an insurance value is not given or cannot be substantiated satisfactorily, the Lender agrees to accept the value determined by the insurance company and understands that this is not to be considered to be an appraisal. Moreover, it is the responsibility of the Lender to notify the Museum if there is any adjustment on the value of the object throughout the duration of the loan.
4. The Lender acknowledges that under no circumstances shall the Museum be liable for costs, damages, losses or theft of the objects on loan resulting for any reason, other than gross negligence of the Museum, including, without limitation, costs, damages, losses or theft from the following:
  - A.) Failure of the Lender to adequately prepare the Objects on Loan for transport to or from the Museum;
  - B.) Lender's directions in relation to installation, dismounting, storage or conservation;
  - C.) Any damage or loss during the course of transportation to or from the Museum;
  - D.) Any failure of utilities which prevents the Museum from providing appropriate environmental conditions.
5. The Museum shall advise the Lender in writing of any damage, loss or theft of the objects on loan as soon as reasonably possible. In the event of damage or loss during the course of transportation, the Museum shall retain all packing and related material for view by the Lender.

### Reproduction and Credit

Unless otherwise notified in writing by the Lender, the Museum may photograph or reproduce, in whole or part, the objects lent for educational, catalogue and publicity purposes in any medium and the those reproductions are the property of the Museum. 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/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.

### 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 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, or give in person, 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 loss.
4. If the Museum's efforts to return objects within a reasonable period following the termination of the loan are unsuccessful, then the object will be maintained at the Lender's risk and expense for a maximum of two years. If after two years, the objects have not been claimed, then and in consideration for maintenance and safe-guarding, the Lender/Owner shall be deemed to have made the objects an unrestricted gift to the Museum.

### KRS 171.830-.849

1. The Museum tries to adhere to KRS.171-830-.849 under which loans fall.
2. Pursuant to Kentucky State Law Chapter 171.833, I am signing to acknowledge that I have received a copy of the 171.830- 171.849. I am accepting this copy in person or am refusing the materials offered in lieu of being sent via certified mail.

**Signatures and Conditions:**

WHEREAS, I/WE AFFIRM that I/we are the owner(s) or legal agent(s) of the property described above, that I/we have good and complete right, title, and interests to loan to the Museums of Historic Hopkinsville-Christian County and its successors; WHEREAS, I/we affirm that the property has not been illegally removed from federal, state, or tribal lands not illegally crossed federal or state boundaries or otherwise misappropriated; WHEREAS, I/we have read, understood, and agree to the terms and conditions governing Incoming Loans, I/we do hereby agree to loan the property described above subject to the same terms and conditions of this agreement.

I/We affirm that we indemnify and hold harmless the Museums of Historic Hopkinsville-Christian County, its agents, board members, advisors and employees from and against any and all liabilities, claims, suits or actions, costs, damages and expenses (including costs as between the solicitor and their own client) which may be brought or made against the Museums of Historic Hopkinsville-Christian County or which the Museums of Historic Hopkinsville-Christian County may pay or incur as a result or in connection with (i) any breach, violation or non-performance or any covenant of the owner(s) or legal agent(s) contained in this agreement; (ii) any misrepresentation by the owner(s) or legal agent(s) contained in this agreement.

\_\_\_\_\_

Lender(s) or Authorized Agent(s) \_\_\_\_\_  
Date

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

Name of Owner: \_\_\_\_\_

Address of Owner: \_\_\_\_\_

\_\_\_\_\_

Signature of MHHCC Representative \_\_\_\_\_

Date acknowledging Receipt of Items on Loan: \_\_\_\_\_

# Loan Condition Report

## Completed upon Receipt of Item

Accession or Loan # \_\_\_\_\_

Today's Date: \_\_\_\_\_ Examined By: \_\_\_\_\_

Artist/Maker/Manufacturer(s): \_\_\_\_\_

Medium/Materiality: \_\_\_\_\_

Height: \_\_\_\_\_ Length: \_\_\_\_\_ Depth: \_\_\_\_\_ Diameter: \_\_\_\_\_ Weight: \_\_\_\_\_

Photographs \_\_\_\_\_

### General Condition

Excellent     Very good     Good     Fair

Stable     Unstable(Describe): \_\_\_\_\_

Requires further examination by a conservator

Notes/Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Structure/Surface

- |                                     |   |                                      |
|-------------------------------------|---|--------------------------------------|
| <input type="checkbox"/> Abrasions  | <input type="checkbox"/> Holes/Tears      | <input type="checkbox"/> Other:      |
| <input type="checkbox"/> Accretions | <input type="checkbox"/> Loose Parts      | <input type="checkbox"/> Other:      |
| <input type="checkbox"/> Brittle    | <input type="checkbox"/> Missing Pieces   | <input type="checkbox"/> Other:      |
| <input type="checkbox"/> Broken     | <input type="checkbox"/> Oxidized         | <u>Biological</u>                    |
| <input type="checkbox"/> Burns      | <input type="checkbox"/> Paint Loss       | <input type="checkbox"/> Insects:    |
| <input type="checkbox"/> Chipped    | <input type="checkbox"/> Previous Repairs | <input type="checkbox"/> Rodents     |
| <input type="checkbox"/> Corrosion  | <input type="checkbox"/> Scratches        | <input type="checkbox"/> Carcasses   |
| <input type="checkbox"/> Cracked    | <input type="checkbox"/> Shrinkage        | <input type="checkbox"/> Casings     |
| <input type="checkbox"/> Creased    | <input type="checkbox"/> Smoke Damage     | <input type="checkbox"/> Waste       |
| <input type="checkbox"/> Dirt/Grime | <input type="checkbox"/> Stained          | <input type="checkbox"/> Webbing     |
| <input type="checkbox"/> Dusty      | <input type="checkbox"/> Tarnished        | <input type="checkbox"/> Mold/Mildew |
| <input type="checkbox"/> Faded      | <input type="checkbox"/> Water Damage     | <input type="checkbox"/> Other:      |
| <input type="checkbox"/> Flaking    | <input type="checkbox"/> Weakness         |                                      |
| <input type="checkbox"/> Frayed     | <input type="checkbox"/> Worn             |                                      |

### Photograph/Drawing

# Loan Condition Report

## Completed Prior To Return of Item

Accession or Loan # \_\_\_\_\_

Today's Date: \_\_\_\_\_ Examined By: \_\_\_\_\_

Artist/Maker/Manufacturer(s): \_\_\_\_\_

Medium/Materiality: \_\_\_\_\_

Height: \_\_\_\_\_ Length: \_\_\_\_\_ Depth: \_\_\_\_\_ Diameter: \_\_\_\_\_ Weight: \_\_\_\_\_

Photographs \_\_\_\_\_

### General Condition

Excellent     Very good     Good     Fair

Stable     Unstable(Describe): \_\_\_\_\_

Requires further examination by a conservator

Notes/Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Structure/Surface

- |                                     |   |                                      |
|-------------------------------------|---|--------------------------------------|
| <input type="checkbox"/> Abrasions  | <input type="checkbox"/> Holes/Tears      | <input type="checkbox"/> Other:      |
| <input type="checkbox"/> Accretions | <input type="checkbox"/> Loose Parts      | <input type="checkbox"/> Other:      |
| <input type="checkbox"/> Brittle    | <input type="checkbox"/> Missing Pieces   | <input type="checkbox"/> Other:      |
| <input type="checkbox"/> Broken     | <input type="checkbox"/> Oxidized         | <u>Biological</u>                    |
| <input type="checkbox"/> Burns      | <input type="checkbox"/> Paint Loss       | <input type="checkbox"/> Insects:    |
| <input type="checkbox"/> Chipped    | <input type="checkbox"/> Previous Repairs | <input type="checkbox"/> Rodents     |
| <input type="checkbox"/> Corrosion  | <input type="checkbox"/> Scratches        | <input type="checkbox"/> Carcasses   |
| <input type="checkbox"/> Cracked    | <input type="checkbox"/> Shrinkage        | <input type="checkbox"/> Casings     |
| <input type="checkbox"/> Creased    | <input type="checkbox"/> Smoke Damage     | <input type="checkbox"/> Waste       |
| <input type="checkbox"/> Dirt/Grime | <input type="checkbox"/> Stained          | <input type="checkbox"/> Webbing     |
| <input type="checkbox"/> Dusty      | <input type="checkbox"/> Tarnished        | <input type="checkbox"/> Mold/Mildew |
| <input type="checkbox"/> Faded      | <input type="checkbox"/> Water Damage     | <input type="checkbox"/> Other:      |
| <input type="checkbox"/> Flaking    | <input type="checkbox"/> Weakness         |                                      |
| <input type="checkbox"/> Frayed     | <input type="checkbox"/> Worn             |                                      |

### Photograph/Drawing