

# INCOMING LOAN AGREEMENT

The Lender agrees to loan the below named object(s) to the Chester County Historical Society for the purpose checked below and terms specified on the reverse of this loan agreement.

**Lender****Address****Telephone**

Fax

e-mail

**Contact****Purpose (check one)** Exhibit Lecture Study Evaluation Conservation Research**Title/Date****Loan Period****From****To****Credit Line**

		DESCRIPTION OF OBJECTS		
Number	Name	Description	Condition	Insurance Value

Check one: Insurance carried by CCHS \_\_\_ by Lender \_\_\_

Lender requires a certificate of insurance Yes\_\_\_ No\_\_\_

Transportation:

The conditions and terms of this loan as stated above and on the reverse side are accepted in full. The Lender acknowledges that s/he has full power to make this loan, that s/he has read the conditions on the reverse and that s/he agrees to abide by said conditions.

Lender \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

CCHS \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Object Loaned \_\_\_\_\_ Date \_\_\_\_\_ Object Received \_\_\_\_\_ Date \_\_\_\_\_  
Lender Lender

Object Received \_\_\_\_\_ Date \_\_\_\_\_ Object Returned \_\_\_\_\_ Date \_\_\_\_\_  
CCHS CCHS

Conditions governing loan of objects to the Chester County Historical Society (CCHS):

Objects lent to CCHS shall remain in its possession for the time specified on the face of this agreement unless specific arrangements confirmed in writing are made for extension of the loan. Objects may be withdrawn from exhibition only by mutual consent of the Lender and the Director of CCHS. Loans will be returned only the Lender or authorized representative.

**CARE AND PRESERVATION:** CCHS will give objects left in its custody the same care provided similar property of its own. Evidence of damage to objects at the time of receipt or while in the Society's custody will be reported immediately to the Lender. No alteration, conservation, restoration, or repair to the objects will be undertaken without the written authorization of the Lender unless otherwise noted. The Lender certifies that the objects lent are in good condition and will withstand ordinary strains of packing, transportation and exhibition.

**TRANSPORTATION AND PACKING:** Costs of transportation and packing will be carried by the CCHS unless the loan is at the Lender's request. The method of shipment as agreed upon by both parties will be as noted on the face hereof. An experienced and competent packer shall pack materials included in the loan for shipment.

**INSURANCE:** Unless otherwise instructed in writing, CCHS will insure objects lent to it under a fine arts policy, for the amount specified on the face of this agreement, against all risks of physical loss of damage from any external cause while in transit and on location during the period of the loan. The policy referred to contains the usual exclusions of loss or damage due to such causes as gradual deterioration, moths, vermin, inherent vice, war, invasion, hostilities, insurrection, confiscation by order of any government or public authority, risks of contraband or illegal transportation and/or trade. A certificate of insurance will be sent upon request. If the Lender chooses to maintain his/her own insurance, the Lender should issue a waiver of subrogation against the Society, releasing the Society from any liability in connection with the objects cited on this agreement.

Insurance coverage will terminate at the end of the loan. The Lender agrees that in the event of loss or damage, recovery if any, shall be limited to such amount as may be paid by the insurer, hereby releasing the Society, its officers, agents and employees from liability for any and all claims arising out of such loss or damage. For insurance purposes we required the Lender to list valuations on the front side of the form.

**PUBLICITY AND PHOTOGRAPHY:** Unless CCHS is notified in writing to the contrary, it is understood that the objects on loan may be photographed and reproduced in the Society's publication and for publicity purposes connected with this exhibition; and that slides of it may be made and distributed by the Society for educational use. CCHS shall not be responsible to pay any royalty, license or use fee.

**RETURN OF LOANS:** Upon expiration of the loan, the object(s) will be released to the Lender according to the Lender's instructions. If, after ninety days, CCHS is unable to contact the Lender following expiration of the loan and no special arrangements have been made for the return of the loan, the object(s) will be placed in storage at the Lender's risk and expense, and insurance coverage by CCHS discontinued. In case of change of legal ownership during the loan period, the new owner will be required to establish his or its legal right, title, and interest in and to such object(s) by proof satisfactory to CCHS. Objects remaining unclaimed for a period of one year shall become the sole property of CCHS.