MUSEUM OF DANISH AMERICA

INCOMING LOAN TERMS AND CONDITIONS

1) The Museum of Danish America (hereafter referred to as the Museum) will give loaned artifacts the same handling /care provided to its own collections, and will exercise such precautions as are now in force, or may hereafter be put in force, for the safekeeping and preservation of the property of the Museum. No alteration, restoration, or repair will be made without prior written authorization by the Lender.

2) The Lender certifies that the artifacts lent are in such condition as to withstand ordinary strains of exhibition, packing, transportation, and handling. The Museum may request a written report from the Lender of the condition of artifacts prior to shipment. Condition reports will be made at the Museum upon their arrival and before departure. The Lender will be notified immediately of any concerns and/or changes.

3) Artifacts will be insured by a fine art insurance policy provided by the Museum, subject to the following standard exclusions: wear and tear, gradual deterioration, moths, vermin, or inherent vice; loss/damage sustained due to repairing, restoration or retouching process; hostile or warlike action, insurrection, rebellion, etc.; nuclear reaction, nuclear radiation, or radioactive contamination. Insurance, which must reflect current market value, will be placed in the amount specified by the Lender herein and agreed upon by the Museum. If the Lender fails to provide said certificate, this failure shall constitute a waiver of insurance by the Lender, releasing and holding harmless the Museum from any liability for damage to or loss of the loaned property. The Museum shall not be responsible for any error of deficiency in information furnished to the Lender’s insurer or for any lapses in coverage.

4) If the Lender elects to maintain his/her/their own insurance coverage, the Museum must be supplied with a certificate of insurance naming the Museum as an “additional insured” or waiving rights of subrogation. Such notification must be provided prior to shipping. If the Lender fails to provide said certificate, this failure shall constitute a waiver of insurance by the Lender, releasing and holding harmless the Museum from any liability for damage to or loss of the loaned property. The Museum shall not be responsible for any error of deficiency in information furnished to the Lender’s insurer or for any lapses in coverage.

5) Unless the Museum is notified in writing to the contrary, it is understood that all artifacts loaned hereunder may be photographed for inclusion in Museum records, for educational purposes, and for other Museum publications or publicity which is disseminated to the public using various media. Whether individual labels are provided for artifacts on display is at the discretion of the Museum.

6) Unless arrangements to extend the loan are made by the Museum and agreed to by the Lender, the artifacts loaned to the Museum shall remain in its possession for the time specified on the face of this loan agreement, which includes a reasonable period to allow for de-installation of the exhibit and the return transportation of the artifacts.

7) Unless otherwise notified in writing, the Museum will return the artifacts only to the Lender. In case of a change of legal ownership during the period of the loan, the new owner will be required to establish his/her/their legal title by proof satisfactory to the Museum.

8) At the conclusion of the loan period, a Receipt of Returned Loan must be signed by the Lender/Owner, his/her/their duly authorized agent, or legal representative at the time of the return. If this Receipt is not signed and returned 30 days after shipping, the Museum will not be responsible for any damages or loss reported thereafter.

9) If the Museum’s efforts to return artifacts within a reasonable period following the termination of the loan are unsuccessful, the artifacts will be maintained at the Lender’s risk and expense for a maximum of one (1) year after the intended loan termination date. If, after one (1) year, the artifacts have not been reclaimed, then, and in consideration for their storage and safeguarding costs during such period, the Lender shall be deemed to have made it a complete and unrestricted donation to the Museum.

10) Artifacts may be withdrawn from exhibition by the Museum at any time prior to the termination of this loan agreement. On reasonable notice by the Museum, they shall be returned to the Lender thereupon.

This agreement shall be construed in accordance with Chapter 305B Code of Iowa (Notice of Intent to Terminate Loan Acquiring Title to Loaned Property).

I have read and agree to the above terms and conditions, and certify that I am the owner or the agent of the owner authorized to agree thereto.

Signed: ___________________________ Date: ___________________________
( ) owner ( ) authorized Agent

Approved for the Museum of Danish America by: Title: Date: ___________________________

Revised 10/2013