MUSEUM OF DANISH AMERICA
OUTGOING LOAN TERMS AND CONDITIONS

1) It is understood that artifacts listed on this contract shall remain in the condition in which they are loaned by the Museum of Danish America (hereafter referred to as the Museum). Upon receipt and prior to return of the artifacts, the Borrower must make a written record of condition. Loaned artifacts shall not be cleaned, repaired, restored, or altered in any way whatsoever except with prior written permission of the Museum. Artifacts must be maintained in a building equipped to reasonably protect artifacts from fire or flood damage; under 24-hour physical and/or electronic security; and protected from extreme temperatures and humidity, excessive light, and from insects, vermin, dirt, or other environmental hazards. Artifacts must be handled only by experienced personnel with gloves and be secured from damage and theft by display cases, railings, or other appropriate means. *Light, temperature, and humidity levels will be monitored to prevent fading and related damages, particularly for paper and textile artifacts.

2) Artifacts will remain in the custody of the Borrower until the end of the loan term or until time to ship them back to the Museum unless another arrangement has been made with the Museum in writing. Return arrangements will be agreed upon at the beginning of the loan term. Artifacts will remain the responsibility of the Borrower from the beginning of the loan term until its conclusion, which will be the arrival of the artifacts at the Museum.

3) Damages or loss in transit or on the Borrower’s premises, regardless of who may be responsible, shall be reported to the Museum’s Registrar within two (2) business days after the damage or loss is discovered, followed by a full written report, including photographs, within ten (10) business days.

4) Artifacts shall be insured during the period of this loan for the value stated on this agreement under an insurance policy provided by the Borrower and 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 and resulting depreciation in value, not to exceed original insured value; hostile or warlike action, insurrection, rebellion, etc.; nuclear reaction, nuclear radiation, or radioactive contamination.

In the event of damages or loss, the Borrower’s maximum liability will be based upon the agreed value as herein stated. Insurance values may be reviewed periodically, and the Museum reserves the right to increase coverage.

If the insurance is to be carried by the Museum, with premiums billed to the Borrower, this agreement will act as proof of, or as a certificate of, insurance coverage subject to the above listed standard exclusions. If the Borrower is to carry insurance, the Borrower hereby warrants that the required coverage as described above will be secured and maintained and the Museum will be named as an “additional insured.” The Museum may request documentary evidence of coverage in the form of a certificate of insurance. In any event, the Borrower will take full financial responsibility in case of damages or loss.

5) Packing and transportation shall be approved in advance by the Museum. Unpacking and repacking must be done by experienced personnel under competent supervision. Repacking must be done with the same or similar materials, and by the same methods under which the artifacts were received. Any additional instructions provided by the Museum must be followed by the Borrower.

6) Unless otherwise noted, packing, transportation, customs insurance, and other loan related costs shall be borne by the Borrower.

7) No reproductions are permitted by the Borrower except photographic copies for catalog and publicity uses related to the stated purpose of this loan. All publications of photographs of artifacts in this loan will bear a credit line to read as follows: “On loan from the Museum of Danish America, Elk Horn, Iowa.”

8) The artifacts listed hereon may not be lent to a third party without the advance written approval of the Museum.

9) The Borrower agrees to use the loan only for the purposes stated on this Contract.

10) Artifacts borrowed must be returned in a condition satisfactory to the Museum by the established termination date. Any extension of the loan period must be approved in writing by the Museum’s Registrar or his/her designee at least 30 days in advance of the Contract termination date. It must also be covered by an equal extension of insurance coverage. The Museum reserves the right to recall artifacts from loan on short notice, if necessary. Furthermore, the Museum reserves the right to cancel this loan for good cause at any time, and will make every effort to give reasonable notice thereof.

11) In the event of any conflict between this agreement and any contracts, forms, certificates, or the like provided by the Borrower, the terms of this agreement shall take precedence.

This agreement shall be construed in accordance with Chapter 305B Code of Iowa (Notice of Intent to Preserve an Interest in Property-Requirements-Form-Disclosure).

Revised 10/2013