INTERIM Collections
Management Policy

Revised June 2010
# Table of Contents

1. Introduction  
2. Purpose & Scope  
   
3. About the Collections  
   a. Permanent Collections  
   b. Educational Collections  
   c. Collections in Temporary Custody  
   d. Boats  
   e. Non-boat objects  
   
4. Governance of the Collections  
   a. Structure  
   b. Membership  
   c. Meetings  
   d. Voting  
   e. Acquisitions  
   f. Review  
   
5. Acquisitions  
   a. Accessioning into the Permanent Collection – All Objects  
   b. Accessioning into the Permanent Collection – Boats  
   c. Entering the Educational Collection – All Objects  
   d. Objects in Temporary Custody  
   e. Acquisition Guidelines for all Collections  
   f. Restricted Collections  
   g. Acquisition Authority  
   
6. Deaccessions, Change of Status, and Disposal  
   a. Guidelines  
   b. Deaccessions Criteria  
   c. Deaccessions Authority  
   e. Disposal  
   
7. Care of the Collection  
   a. Preservation  
   b. Insurance  
   
8. Loans  
   a. Incoming  
   b. Outgoing  
   c. Conditions  
   d. Authority  
   
9. Ethics Statement  
   a. Conflict of Interest
1. Introduction

The purpose of this Collections Management Policy is to ensure the development, preservation, management, care, access, and intellectual control of the collections of The Center for Wooden Boats (CWB). The collections are held in the public trust and will be managed to appropriate legal, ethical, and professional standards. This policy supersedes all previous collections policies.

2. Purpose & Scope

The Mission Statement of The Center for Wooden Boats:
To provide a gathering place where maritime history comes alive through direct experience and our small craft heritage is enjoyed, preserved, and passed along to future generations.

To serve the purpose of the mission, the CWB collections will be an instrument for the discovery of human interaction, both past and present, with small craft. The primary goals of the collections are to support the exhibition of boats with an emphasis on their historic Northwest significance and to support CWB’s programs. To accomplish these goals, CWB will collect, document, and preserve objects, archival material, and photographs as they relate to the mission.
3. About The Collections

3a. Permanent Collections – Levels 1-3 (see pg. 6)
The objects in the permanent collections are those that have been accessioned. These objects are accessioned with prudence and require deaccession to be removed from the collections. They are used and cared for according to the best curatorial practices.

3b. Educational Collections Vessels – Level 4
The objects in the educational collections are those that are not accessioned into the permanent collection and therefore do not require deaccession. They are used more frequently in programming and their care, inventory, access, and disposal will be evaluated on a case by case basis.

3c. Utility Vessels – Level 4

3d. Collections Objects in Temporary Custody
Collections in temporary custody are those that have been acquired by CWB and are awaiting either return to the donor, accession into the permanent collections, or placement into the educational collections.

3e. Types of Collections

Boats
Boats constitute the bulk of the CWB Permanent and Educational Collections, both in terms of resource allocation and programming. The acquisition of boats to the collections is considered separately from other objects in the collection (see Section 5b). Boats in the Boats for Sale program are not considered part of the collections and are not regulated under this policy. Guidelines for boats in the collections follow:

1. Construction
Boats in CWB’s collections are constructed primarily of wood. Other building objects, such as fiberglass, exist as long as the primary structure of the boat is made of wood.

2. Size
CWB’s focus is on small craft. Boats 30’ and under in length overall are more common in the collections than boats over 30’. These small craft are generally capable of being single-handed, or safely handled by a crew of two people.

3. Use
The majority of CWB’s boat collections are floating, or intended to be operated on the water, away from the dock, with people aboard, in the service of one or more of the CWB’s programs. Most boats are suitable for use in one or more of the Center’s programs. Boats for static display (non-floating) meet a more stringent set of criteria for inclusion in the collection (see acquisitions).

4. Maintenance
CWB is focused on having well-maintained floating collection. The CWB Boatshop, in charge of boat collection maintenance, is a model for craftsmanship, and care-taking of the collection is performed in accordance with best practices.
5. Power
The CWB boat collection focuses on sailing vessels and human-powered boats. Mechanically-powered boats exist within the collection, but meet a more stringent set of criteria (see acquisitions).

Non-Boat Objects

The Non-Boat Objects category includes half-models, models, tools, ships plans, books, oral histories, photographs, archival documents, institutional archives, and other maritime related objects. For a full description of these objects and their use and care, see the CWB Collections Procedures Manual.
4. Governance of the Collections

4a. Structure
A standing Collections Committee has been authorized by the Board of Trustees. The committee consists of the Chairman, the Executive Director or designated staff, the Curator, the Lead Boatwright a Boatshop Representative, the Programs Director a Programs Representative, and five additional voting members to be appointed by the Committee Chairman. Within this document, the Curator is a person on staff, regardless of official title, who has been appointed by the Collections Committee to perform the duties of Curator as stipulated by this policy. Two of the appointed members stand with no set term limit and three are limited to a renewable term of 24 months. Those members with a specified term of membership shall serve for the period January 1 through December 31 two years hence. In the event of a member resignation prior to the end of a term of membership the Chairman appoints a replacement who will stand for the remainder of that term.

4b. Membership
Members of the Collections Committee must be CWB staff, volunteers, or members in good standing and the Committee Chairman must be a member of the Board of Trustees who is appointed by the Board President. The Chairman appoints individuals with the knowledge, skills, and abilities reflective of both a diversity and a breadth of experience with regards to the collection.

4c. Meetings
It is the obligation and responsibility of the Collections Committee to function according to the collections policy. The Collections Committee meets regularly to review recent collections activity, determine CWB’s collections priorities, and set new collections objectives as relating to the mission. The committee identifies and seeks out resources which contribute to the support of the staff in management of the collections. All committee meetings are open to the attendance of any CWB member or interested outside party and public input is encouraged. The committee makes every attempt to coordinate and communicate with other CWB standing committees regarding questions of shared concern.

4d. Voting
A quorum of four members plus the Committee Chairman is required for a vote on any motion placed before the Committee with the exception of votes on deaccessions where a vote of the full Collections Committee is required.

4e. Acquisitions
The Curator or a person appointed by the Collections Committee reports all acquisitions to the Collections Committee for further discussion and accession consideration. The Collections Committee reports on their activities to the full Board of Trustees at regularly scheduled meetings of the Board. Significant acquisitions which deviate from CWB collections priorities and acquisition criteria, significant deaccessions, or collections-related actions which have a major impact on the allocation of CWB’s resources, must be brought before the Board of Trustees by a voting member of the Collections Committee. The Board is responsible for oversight of the Collections Management Policy and votes on collections activities as appropriate.

4f. Review
The Collections Committee does an annual review of the boat collections to insure that individual boats merit continued inclusion and that the floating collection is meeting the needs of the CWB’s programs. The committee utilizes the services of consultants in the fields of museology, documentation, conservation, curation, and any other field that informs the best practices of
The Center for Wooden Boats collections management.

INTERIM Collections Management Policy

Revised June 2010
5. Acquisitions

Objects, archives, and photographs may be acquired by gift, bequest, purchase, or any other transaction that passes legal title of the objects to The Center for Wooden Boats. Each acquisition entering the museum must be properly documented, whether as an object in temporary custody, an object in the educational collections, or an object in the permanent collections. Boats or any other objects acquired for the sole purpose of sale and documented as such are not included as acquisitions to the collection and are therefore not regulated by this policy.

5a. Accessioning into the Permanent Collection – all objects

Factors affecting which objects to include in CWB’s permanent collections involve: consistency with the mission, sustainability of resources, and programmatic scope. Objects will be accessioned into the collection only if they meet the following requirements.

1. Mission
Accessioned objects should have consistency with the mission: To provide a gathering place where maritime history comes alive through direct experience and our small craft heritage is enjoyed, preserved, and passed along to future generations.

2. Sustainability
Accessioned objects must be maintained, exhibited, preserved, and stored to a high standard within CWB’s available human, spatial, and financial resources. These resources must be available at the time of accession.

3. Programmatic Scope
Accessioned objects should be of historic or local interest, or should have some unique characteristic which makes them visually appealing or emotionally relevant to the public. CWB will not accession objects already represented in the collection unless necessitated by program needs. Accessioned objects must maintain or add to the character of CWB.

5b. Accessioning into the Permanent Collection – Boats

This section is not concerned with the acquisition or accessioning of boats into the Center's collection, only with their management. All boats in the possession of CWB are subject to the management guidelines herein. In this section are described four 'Levels of Care' which govern the use and maintenance of the watercraft collection. Each level is a set of guidelines that define how boats may be used programatically or otherwise and how they should be maintained.

Level One
Level One is the highest level of care given by CWB. Artifacts are placed in this category because it is the Center's intention to preserve them in its collection in perpetuity. Examples may include artifacts which are judged to have an intrinsic value which exceeds their practical value. It also includes artifacts whose practical value requires that they not deteriorate, such as a original example of a craft in continual use at CWB, whose practical value is as a reference for the maintenance of others of its kind. Artifacts at this level will not be restored or otherwise improved. Acceptance of boats into this level of care requires a
vote of the Collections Committee. CWB shall not ascribe this level of care to a boat if it does not have the resources to sustain this level of care for at least five years from the date of acceptance.

Level Two
Level Two is the highest level of care for artifacts that may be used in the water and maintained by staff, or stored in water. Boats in this category are subject to limited use. Regular maintenance will be performed as deemed necessary to preserve them with minimal loss of their original fabric. Any work performed on them shall be consistent with their original construction and any replacement of original material shall be documented. Acceptance of boats into this level of care requires a vote of the Collections Committee with the knowledge and consent of the Executive Director. CWB shall not ascribe this level of care to an artifact if it does not have the resources to sustain this level of care for at least five years from the date of acceptance.

Level Three
Level Three is the higher level of care ascribed to boats in regular use by the public. They may be used in the livery or for other public programs, but must be conscientiously maintained and never destroyed. Boats in this category are subject to limited use. Boats in this category may be used in the livery. Boats in this category are subject to annual review by the Collections Committee with the presence of the Lead Boatwright to ensure that the fabric of the craft is adequate to this use. If they determine that the boat is deteriorating or requires major maintenance work to remain in public use, then the boat's position in Level Three shall be automatically subject to review. Acceptance of boats into this level of care requires a vote of the Collections Committee with the knowledge of the Executive Director and the Lead Boatwright.

Level Four / Equipment (Non-Accesioned)
Level Four is the lowest level of care ascribed to boats. They are not accessioned artifacts and do not need to be maintained with any view towards preservation of fabric or craftsmanship. If staff determines that the maintenance needs of the boat exceed its programmatic value, then it may be disposed of. The Collections Committee will be advised when such action is taken. Acceptance of boats into this level of care may be undertaken by the Executive Director, with notice to the Collections Committee.

A Usage Note About These Levels:
Any boat may be moved from one Level of Care to another by the same persons and bodies required to accept a boat into the higher Level involved in the move. Any artifact may be disposed of by the same bodies. If any member of the Collections Committee wishes to contest the level of care given to an artifact which did not require the Committee's vote, he/she may cause the committee to vote to uphold or override the placement.

5c. Entering the Educational Collection – all objects

Objects that are found to be consistent with the mission and fall within the programmatic scope of CWB, as determined by the staff and Collections Committee, but do not meet the requirements for accessioning, shall be entered into the educational collection.

5d. Objects in Temporary Custody

Collections in temporary custody are those that have been acquired by CWB and are awaiting either return to the donor, accession into the permanent collections, or placement into the educational collections.
5e. Acquisition Guidelines for all Collections

1. Collections may be acquired by gift, bequest, purchase, or any other transaction that passes legal title of the objects to CWB. All objects are to be accompanied by a letter of transmittal, acknowledgment, Deed of Gift, or other document transferring legal title to CWB before entering the collections.

2. Any titles that are subject to state regulation will be properly transferred at the time of acquisition.

3. CWB will comply with National NAGPRA regulations and shall not knowingly acquire collections which are known to be funerary or sacred/sensitive in nature.

4. CWB shall not knowingly acquire objects that have been stolen, illegally exported from their country of origin, or illegally salvaged or removed from archeological or historic sites. CWB will only lend, borrow, or donate collections to an institution (domestic or international) which complies with these legal guidelines.

4. CWB may trade one permanent collection item for another, but only with another non-profit, educational institution. CWB does not trade accessioned items with other objects from individuals.

5. Every effort shall be made to promptly review each acquisition and consider its status relative to the collections. Accurate records will be kept for all acquisitions and loan requests, with permanent records made and retained for all objects accessioned into the collection.

6. CWB must be able to provide for the overall care of its collections under conditions that will maximize their usability consistent to the mission and will not acquire objects that cannot be cared for within current resource constraints.

7. All gifts of objects to CWB will be made without restrictions except in the case of extraordinary circumstances, and only when requested by the donor at the time of transfer. Such requests will be brought to the full Board for approval.

8. Appraisal of objects to be donated to CWB is the responsibility of the donor. CWB will not carry out the appraisal of any materials to be donated. Donations to CWB, for whatever use, are to follow current federal tax laws.

9. CWB does not consider the accessioned collections a financial asset since the collection is to be held, for all practical purposes, in perpetuity in the public trust.

10. The Curator or a person appointed by the Collections Committee will report all acquisitions and resale gifts to the Collections Committee and all accessions to the Board of Trustees at regularly scheduled meetings.
5f. Restricted Collections

Except in extremely extenuating circumstances and special scrutiny by the Collection Committee, no object will be accepted with restrictions. Where written and/or agreed upon restrictions as to the use or disposition of an object are found to apply, CWB will act as follows:

1. Mandatory restrictions will be observed strictly unless deviation from the terms is authorized by a court of competent jurisdiction.

2. Objects to which restrictions apply will not undergo a change of status and/or disposal until reasonable efforts are made to comply with the restricting conditions or with any court orders.

3. If the object was donated within the preceding 10 years and CWB wishes to break the restriction, CWB will notify the donor of such action.

4. In cases where there is question as to the intent or force of restrictions, CWB will seek the advice of legal counsel.

5g. Acquisition Authority

The authority to accept donated objects and add them to the collections rests with the Executive Director, the Curator, the Collections Committee, and the Board of Trustees under the following guidelines. Individuals with acceptance authority who are also interested parties in the transaction must exclude themselves from a vote in order to avoid conflict of interest.

1. All sail, oar, or paddle powered boats under 20’ in length overall or any object of less than $5,000 in value may be accepted jointly by the Executive Director and the Curator given that the object falls within the scope of this policy.

2. All sail, oar or paddle powered boats of 20’ to 30’ in length overall, or any objects with a value of $5,000 to $10,000, may be accepted by the Executive Director and the Curator after consultation and approval of the Collection Committee.

3. All sail, oar or paddle boats over 30’ in length overall, or any object with a value of $10,000 or above, may be accepted by the Executive Director and the Curator on the recommendation of at least two committees with one being the Collections Committee. If the donation is not recommended by at least two committees the Executive Director and the Curator must bring the donation before the Board of Trustees if they wish to proceed with the acquisition.

4. All auxiliary sail boats and power boats regardless of size or value, and any objects that need special consideration may be accepted by the Executive Director and the Curator on the recommendation of at least two committees with one being the Collection Committee. If the donation is not recommended by at least two committees the Executive Director and the Curator must bring the donation before the Board of Trustees if they wish to proceed with the acquisition.
6. Deaccession, Change of Status, and Disposal

6a. Guidelines
Due to changing use needs in the livery or programs, the acquisition of superior examples of objects already represented, redundancy that may become apparent in the collections, major changes to the scope of collections, major changes in the allocation of resources, and/or any other reason deemed appropriate by the proper authority under section 6e, it may be desirable for CWB to change the status of an object from permanent to educational, educational to permanent, and/or entirely remove certain objects from the collections.

6b. Deaccession Criteria
Only accessioned objects can be deaccessioned from the collections. Such change in status for an object in the permanent collection will only be undertaken with great care and consideration. While aware of its obligation to regularly re-evaluate the collection, deaccessioning will not be a regular occurrence. CWB has accepted the obligation to preserve the collection within its means and the scope of the mission. A cautious and considered approach to acquisitions is considered preferable to deaccessioning for managing collection composition. Collections objects considered for deaccession should meet one or more of the following criteria:

1. The objects are outside the scope and purpose of CWB as stated in it’s mission statement and acquisition policy.

2. The objects are no longer relevant or useful to CWB.

3. The objects are duplicated by others in the collection.

4. CWB is unable to care for the objects properly within its resources.

5. The objects lack physical integrity and their condition has deteriorated beyond a practical state for repair.

6. A proposed exchange of collections objects for objects from another organization which substantially benefits CWB.

6c. Deaccessioning Authority
Object(s) being considered for deaccession will be brought before the Collection Committee with a proposal including the rationale for removing the object(s) from the permanent collection and a recommended means of disposal. A majority vote of the full committee will be required to move forward with a deaccession. The Collection Committee will, in turn, bring the recommendation for the deaccession before the full Board of Trustees for a vote. A majority vote of the Board will constitute the removal of the object(s) from the collection. Parties personally interested in the disposal of the object with deaccession authority must exclude themselves from a vote in order to prevent a conflict of interest.

6d. Disposal
Before removing any objects from the permanent and educational collections, it will be determined by the Collection Committee that CWB is legally and ethically free to do so. Adequate records of all conditions and circumstances of the disposal, especially for deaccessions, will be made and retained as a part of CWB’s permanent records.
Once the deaccessioning process is complete, or the decision is made to remove an educational object from the collections, an appropriate means of disposal will be determined by the Executive Director and the Curator. In removing items from the permanent collections an overriding concern of CWB in all cases is that the deaccessioned items remain in the public domain whenever appropriate and practicable. It will be the responsibility of the Executive Director and the Curator to see that staff keep appropriate records regarding the removal of objects from the collection. Collections objects may be disposed of in accordance with the following guidelines.

1. Collections objects may be disposed of either by sale, through donation to other institutions, or by exchange. If the object is offered for sale, preference will be given to advertised public sale in a way that best avoids conflict of interest. This will be determined by the Executive Director and the Curator in consultation with the Collection Committee at the time the method of disposal is considered by the Committee.

2. Appraisals or other evidence of fair market value, will be sought, where appropriate, prior to disposal of objects from CWB’s collections. Sales or exchanges worth potentially more than $5,000.00 will require one appraisal. Those in excess of $10,000.00 two appraisals will be required.

3. No member of the Board, staff, or Collections Committee of CWB, or their agents, may bid on or purchase any item from the CWB permanent collections except where the item and its source have been advertised, its full history disclosed, and it is offered for sale at third party public auction, or otherwise clearly offered for sale in the public marketplace for a reasonable period of time.

4. No member of the Board, staff, or Collections Committee of CWB or their agents, may personally profit from any transaction involving the sale or exchange of collections objects.

5. In order that they may continue to be available to the public, permanent collections objects that are of special or historic interest, as defined by the Collections Committee, may only be offered to other public institutions. Such objects will be offered to other appropriate public repositories, if possible local institutions will be given first consideration, but if no other institution agrees to accept the offered objects, they may be disposed of in accordance with the provisions of this policy.

6. All proceeds generated through the disposal of objects from the permanent collections will be applied to collections acquisitions and/or care.

7. In extraordinary circumstances, and as voted upon by the Collections Committee, CWB may dispose of items from the collections in ways not specified herein.
7. Care of the Collection

7a. Preservation

It is CWB’s public obligation and mandate to preserve the permanent collection to the best of its ability and protect it from loss or destruction. To that end CWB will:

1. Maintain the collection in a manner consistent with best practices, whereas preserving both historic integrity and usefulness to CWB programs.

2. Conserve selected collection objects that are in danger of future deterioration.

3. Restore boats considered to be significant to the collection, livery, or other programs.

CWB is committed to a program of preservation based on a systematic survey and analysis of the collection. The Board entrusts the responsibility for preservation to the Executive Director, the Curator, and the Lead Boatwright acting on advice provided by the Collection Committee and appropriate consultant conservators. The Collection Committee is guided by their knowledge of the strengths and weaknesses in the collections.

All new conservation, restoration, and modification projects (excluding routine maintenance) must be approved by the Executive Director and the Lead Boatwright upon consultation with the Collection Committee. In cases where resources needed for conservation or restoration fall outside of grant funding and exceed $1,000 or above, approval of the expenditure by the Executive Committee is required. The Collection Committee will regularly inform the Board of conservation and restoration activities.

7b. Insurance

CWB will carry liability insurance, protection and indemnity, on collections objects as a part of its overall insurance coverage, and any supplemental insurance deemed necessary for special artifacts or activities. CWB may choose to carry hull insurance specifically on those vessels deemed especially valuable or difficult to replace. As a goal, funds recovered from insurance claims on collections objects are to be used for the improvement of the collections either by providing replacement of the objects which have sustained irreparable damage or in the general management of the collections.
8. Loans

8a. Incoming Loans

CWB will accept loans to the collections from other museums, non-profit organizations, or private parties. CWB will not accept permanent loans or loans with restrictions, without a full vote from the Collection Committee. All loans are subject to the following conditions:

1. The objects must be needed for one of the CWB’s current programs or a documented proposed program or for exhibit purposes.

2. The lender must demonstrate title or authority to loan the objects to the CWB.

3. CWB will provide insurance as specified by that institution.

4. If the lender is a private individual and will have no personal use of the loaned vessel while it is housed at the CWB, the CWB shall provide insurance at the same level as is provided for boats in the collection.

5. If the lender is a private individual and intends continued personal use of the loaned vessel while housed at the CWB they must provide evidence of insurance.

6. The boat must be in suitable condition for transportation and use by the CWB.

7. All loans are “as is.” CWB will provide damage repair and routine maintenance, unless otherwise indicated in the loan agreement, and no restoration will be performed unless specified in writing in the loan agreement.

8. A condition report, including photographs, will be prepared at the time of arrival at CWB.

9. All necessary appraisals will be the responsibility of the lender.

10. Transportation will be as agreed upon in writing by CWB and the lender.

11. Any owner usage rights will be specified in writing.

12. The term of the loan will be specified in writing prior to the loan and is not to exceed a period of 12 months. Loans may be renewed at the end of the loan period if they continue to meet the terms of acceptance.

13. CWB reserves the right to terminate the loan in the event the lender fails to meet their obligations or the object is no longer needed by CWB.

14. CWB will follow Washington State Legislation for Unclaimed Property, Chapter 63.26 RCW: Unclaimed property held by museum or historical society. (See Collections Management Procedure Manual appendix.)
8b. Incoming Loan Conditions

The following conditions shall be printed on the signed loan agreement authorizing a loan transaction from another organization, corporation, or private party. These conditions represent the minimum requirements for accepting a loan for CWB exhibitions or program use. Additional conditions may be requested by the lender with approval from the Executive Director, the Curator, or the Collections Committee in some circumstances.

1. The Center for Wooden Boats (CWB) shall keep the objects on loan in the condition in which they were received and the objects shall be protected from any loss, damage, or deterioration. They shall not be cleaned, repaired, retouched or altered in any way, except when written permission has been expressly provided by the lender.

2: Loans shall remain in the possession of CWB for the time specified on the face of this loan agreement, but may be withdrawn at any time by the director or staff of the CWB.

3: Unless the lender elects to maintain his/her own insurance, CWB will insure the loan on a wall-to-wall basis under a temporary exhibit insurance policy for the amount indicated on the face of this loan agreement against all risk of physical loss or damage from any external cause while in transit and on location during the period of the loan. Any damage due to wear and tear or gradual deterioration, and damage resulting from any authorized repairing/restoration process, will be excluded from coverage. The lender agrees that in the event of loss or damage, recovery shall be limited to such amount, if any, as may be paid by the insurer. A copy of the policy may be reviewed upon request.

4: Unless specified in writing by the lender, the loan may be photographed in all media, including television and film, for publicity purposes connected with the exhibition, for use in publications, and for educational purposes. It is also understood that this loan may be exhibited in a location that may be utilized for events and tours, and could be photographed as background to such.

5: Each object in the loan shall be labeled and credited in any exhibition, publication or report to the lender. The object catalogue number, as listed in the agreement, may be included in any exhibition, publication or report.

6: All packing and transportation costs shall be borne by CWB. Unpacking and repacking shall be performed only by experienced personnel under proper supervision. Repacking must be done with similar objects and containers and using similar methods as when the loan was received, unless otherwise mutually agreed in writing by the Borrower and CWB.

8: CWB will return loaned objects to the address on this form, and by the stated termination date on the loan agreement. If CWB, after making reasonable efforts, shall be unable to return the loan within sixty days after such termination, CWB shall have the absolute right to place the object(s) in storage, to charge regular storage fees and the cost of insurance therefor, and to have and enforce a lien for
such fees and cost. If, after one year, the object(s) have not been reclaimed, CWB will follow Washington State Legislation for Unclaimed Property, Chapter 63.26 RCW: Unclaimed property held by museum or historical society.

9. Unless CWB is notified in writing to the contrary, loans will be returned to the person/organization specified on this form. If the legal ownership of the object(s) should change during the period of the loan, whether by reason of death, sale, insolvency, gift, or otherwise, the new owner will, prior to its return, be required to establish legal right to receive the work by proof satisfactory to CWB. If the address of the new owner should be of greater distance from the locality from which the loan was borrowed, the new owner will be required to pay any difference in the charges for the delivery of the object(s).

10. Special conditions, as listed on the loan form or in an attached addendum, may apply to specific loans. The terms and conditions of this loan agreement shall be binding upon the heirs, administrators, successors, and assigns of both parties herein.

8c. Outgoing Loans

CWB may make loans from its collections to other non-profit museums and historical organizations for the purpose of exhibitions and programming in conformation to the following guidelines:

1. Loans from the collection will only be made to other reputable institutions for the purpose of exhibition, programming, or study except where noted in item 2, below.

2. Short term loans of 30 days or less may be made to reputable commercial operations and staff (“in-house” loans) at the discretion of the Executive Director, provided such loans meet the same criteria given below and do not pose a conflict of interest.

3. The objects must not be needed for CWB’s current programs.

4. The objects must be in suitable condition for transportation and display.

5. CWB must be satisfied with the borrowing institution’s documented provisions for security and preservation.

6. The period of each loan is to be determined by the condition of the objects and the exhibition needs of CWB and the borrowing institution.

7. All loans must be approved by the Executive Director and the Curator in consultation with the Collection Committee and any other affected committees.

8. The borrowing institution must insure the objects at the current appraised value and provide CWB with a certificate of insurance before the objects leave CWB.
9. The borrowing institution assumes all costs for shipping, packing and transportation.

10. A condition report and photographs must be on file at CWB before removal of the objects from CWB.

11. All loans are “as is”. No modification of the loaned objects may be undertaken by the borrower without the written consent of CWB.

12. The borrowing institution must acknowledge CWB’s ownership of the objects on exhibition labels and in all publications.

13. CWB reserves the right to recall any loaned objects if the security or condition of the boat is, in its judgment, imperiled.

14. CWB reserves the right to recall any loaned objects if a programmatic or other need for the vessel has arisen at CWB.

8d. Outgoing Loan Conditions

The following conditions shall be printed on the signed loan agreement authorizing a loan transaction from CWB’s collections. These conditions represent the minimum requirements for authorizing a loan from the collections. Additional conditions may be requested by the Executive Director, the Curator or the Collections Committee in some circumstances.

1. During the period of the loan, responsibility for the items on loan shall reside jointly with the individual acknowledged in the agreement and with the institution which he or she represents (“Borrower). No assignment of this responsibility or transfer of any or all of the items on loan to another person or institution is permitted without the written consent of The Center for Wooden Boats (CWB).

2: The Borrower is responsible for insuring the loaned items for the full value indicated in the agreement. In the event of a total loss of one or more of the loaned items, whether by destruction, theft or otherwise, the Borrower shall reimburse CWB the sum of the full appraised value. In the event of a partial loss or damage the Borrower shall pay for all necessary replacements, repairs or restorations and labor incurred as determined by CWB. CWB will require that a satisfactory certificate of insurance or a copy of a current policy be provided as proof of coverage prior to approving the loan request. CWB must receive such proof of coverage before the actual loan occurs.

3: Requests for loans must be submitted in writing at least one month prior to the date that the loan objects are to leave CWB.

4: The items covered in the loan shall remain in the condition in which they were received and shall be protected from any loss, damage or deterioration. They shall not be cleaned, repaired, retouched or altered in any way, except when written permission has been expressly provided by CWB.
5: Unless otherwise notified in writing by CWB, permission is granted to the Borrower to photograph and reproduce photographs of the loan objects for educational and exhibit publicity purposes only. Photography for commercial purposes is expressly forbidden without CWB’s written consent.

6: Each object in the loan shall be labeled and credited in any exhibition, publication or report to “The Center for Wooden Boats.” The object catalogue number, as listed in the agreement, may be included in any exhibition, publication or report.

7: All packing and transportation costs shall be borne by the Borrower. Unpacking and repacking shall be performed only by experienced personnel under proper supervision. Repacking must be done with similar objects and containers and using similar methods as when the loan was received, unless otherwise mutually agreed in writing by the Borrower and CWB.

8: Damages to all or part of the loaned items, whether in transit or on the Borrower’s premises and regardless of who may be responsible therefore, must be reported immediately to CWB. A written report describing the damage in detail, including photographs when considered necessary by CWB, must be submitted within seven (7) days of the discovery of the damage.

9: Objects lent by CWB must be returned by the stated termination date on the loan agreement. Any extension of the loan period must be approved in writing by the Executive Director a minimum of two weeks prior to the loan termination date. CWB reserves the right to recall all or part of the loan on fourteen (14) days’ written notice.

10: CWB shall be furnished with two copies of any publication, report or catalogue which utilizes any of the loan objects.

11: In the event of any conflict between the agreement and any forms or policies of the Borrower, the terms of CWB’s loan agreement shall prevail. Special conditions, as listed on the loan form or in an attached addendum, may apply to specific loans.

12: Notices and consents by CWB under the agreement are effective when mailed, first class mail postage paid, or personally delivered to the Borrower, to the attention of the signer of the agreement at the address specified therein.

8e. Authority

The authority to approve incoming or outgoing loans rests with the Executive Director, the Curator, the Collections Committee, and the Board of Trustees under the following guidelines. Individuals with authority who are also interested parties in the transaction must exclude themselves from the transaction in order to prevent a conflict of interest. Loans will be reviewed regularly.
1. All sail, oar, or paddle powered boats under 20’ in length overall or any object of less than $5,000 in value may be approved for loan jointly by the Executive Director and the Curator given that the above guidelines of incoming and outgoing loans are followed.

2. All sail, oar or paddle powered boats of 20’ to 30’ in length overall, or any objects with a value of $5,000 to $10,000, may be approved for loan by the Executive Director and the Curator after consultation and approval of the Collection Committee.

3. All sail, oar or paddle boats over 30’ in length overall, or any object with a value of $10,000 or above, may be approved for loan by the Executive Director and the Curator on the recommendation of at least two committees with one being the Collections Committee. If the loan is not recommended by at least two committees the Executive Director and the Curator must bring the loan request before the Board of Trustees if they wish to proceed.

4. All auxiliary sail boats and power boats regardless of size or value and any objects that need special consideration, may be approved for loan by the Executive Director and the Curator on the recommendation of at least two committees with one being the Collection Committee. If the loan request is not recommended by at least two committees the Executive Director and the Curator must bring the loan request before the Board of Trustees if they wish to proceed.
9. Ethics

Conflict of interest is an area of possible public criticism, embarrassment, and potential liability. To avoid conflict of interest, CWB follows the standard of ethics for museums, as set by the American Association of Museums (AAM). (See the Appendix of Collections Procedures and the CWB Conflict of Interest Policy)

9a. Conflict of Interest Guidelines

1. No staff or board member may knowingly compete on the market for objects being actively pursued for the permanent collections of CWB.

2. No staff or board member may acquire objects deaccessioned and disposed of by CWB, except where the item and its source have been fully disclosed, and it is advertised and offered for sale at a third party public auction, or otherwise clearly offered for sale in the public marketplace for a reasonable period of time which is defined as a period of three weeks and 21 days.

3. No member of the CWB Board or staff, or their agents, shall monetarily profit from any transaction involving the acquisition, deaccession, loan, sale or exchange of CWB permanent collections objects.

4. No staff or board members may prepare appraisals of gifts to the collection.