



Conditions Governing Loans

Physical Conditions: The borrower will safeguard loans against fire, theft, mishandling, and extremes of light, temperature, and humidity. Objects exhibited by the borrower will not be photographed using flash photography unless authorized by the lender. Evidence of damage will be reported immediately to the lender.

The lender certifies that the objects are in a condition to withstand packing, shipping and handling. The party deemed responsible for packing loans must provide adequate shipping materials and condition reports.

Ownership: The lender's signature on this Loan Agreement certifies that the lender is the legal owner, or acting on behalf of the legal owner, of the objects lent to the Biggs Museum. It is the responsibility of the lender or its agent to notify the Biggs Museum if there is any change of ownership. Objects will be returned only to the lender of record at the address given or a mutually agreed upon place unless other arrangements are authorized by the lender.

Insurance: If requested, objects will be insured for the amount specified herein by the Biggs Museum under its policy subject to the standard exclusions. The lender must indicate the fair market value of the objects. If no value is given, the Biggs Museum, as borrower, will set one for insurance purposes only; this internal value is not an appraisal. A certificate of insurance will be sent to the lender upon request. The amount payable by insurance, secured in accordance with this loan agreement, is the sole recovery available to the lender from the borrower in the event of loss or damage.

If the lender elects to maintain its own insurance coverage the Biggs Museum must receive a certificate of insurance naming the Biggs Museum as additionally insured or waiving rights of subrogation prior to shipment. If insurance is waived by the lender, this waiver shall release and hold harmless the Biggs Museum from any liability for damages to or loss of the lent objects.

Photography: The borrower agrees to abide by the lender's policy, stated on this loan agreement, on the use of photography of lent objects for purposes of marketing, publication and educational programming. The lender's signature on this Loan Agreement certifies that the lender is the legal owner of reproduction rights to the lent objects.

Sales: a 25% commission will be charged on all lent objects sold from the Biggs Museum during specifically designated Retail Exhibitions.

This agreement shall be construed in accordance with the laws of the State of Delaware.



Loan Agreement

Loan period: January 22 – March 1, 2018

Exhibition title/Purpose of loan: *African American History Live*

Delivery date: Jan 22-28, 2018

Packed/delivered by: the lender

Lender:

Contact:

Phone:

Email:

Address:

Borrower: Biggs Museum

Contact: Ryan Grover, Curator

Phone: 302.674.2111 x 108

Email: rgrover@biggsmuseum.org

Address: PO Box 711/406 Federal Street
Dover, DE 19903

Please print how the lender's name should appear on printed labels and in publications:
Courtesy of the artist

Insurance: to be carried by the BMAA
to be carried by the Lender
(select all appropriate responses)

lender requests certificate of insurance
insurance waived

<u>title/description of object(s) to loan</u>	<u>Media and size</u>	<u>insurance value</u>
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

Does the Biggs Museum have permission to photograph and publish images of the object(s) on loan? Yes No As outlined on attached photography agreement
(select appropriate response)

I have read and agree to the Conditions Governing Loans.

Signature of Lender _____ Date _____

Signature of Borrower _____ Date _____

**Please sign and return both copies in the envelope provided;
a countersigned copy will be returned to the lender.**