

Whitehead Memorial Museum
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INCOMING LOAN CONDITIONS

Extension, Return, Cancellation, Abandoned Property

1. The object(s) in custody may remain in the possession of the Museum for the time specified in the contract, but may be returned to the Lender at any time earlier by the Museum. If an extension is requested for long-term research, examination, or exhibition, the Museum will make a formal, written request to the Lender.
2. Unless otherwise noted in writing, the Museum will return the items only to the Lender and only at the address specified in this agreement. The Lender shall promptly notify the Museum in writing of any change of address. The Museum assumes no responsibility to search for a Lender who cannot be reached at the address specified in this agreement. The Lender will/may be required to pay additional costs, if any, if the Lender requests the return of the work to another address.
3. The loan is made with the understanding that the object(s) will be in the Museum's possession during the entire period requested. Any intention by the Lender to recall or cancel the loan must be for good cause, communicated to the Museum with at least two (2) weeks' notice, and will result in the Lender's responsibility to transport the object. The Museum will attain written approval from the Lender if it desires an extension for the loan period.
4. If, after 90 days beyond termination of the loan date noted on the contract, pursuing all possible means of contact, and in accordance with any legal requirements, the Lender cannot be found or the Lender refuses to accept the return of the items on loan, it shall be deemed abandoned property, and become the property of the Museum. The Museum may accession the object(s) or dispose of it in an appropriate manner, which may include sale; donation to another museum, library, or archive for educational purposes; exchange with another museum or non-profit institution; use in educational and research programs at the Museum; or physical destruction.

Ownership and Change in Ownership

The Lender agrees that he/she has full legal title and copyrights to objects loaned to the Museum or that he/she is an authorized agent of the Owner or Owners of them. The Lender will notify the Museum promptly of any change of ownership of the items in custody for whatever reason. If the ownership changes during the period of custody, the Museum reserves the right to require the new owner, prior to the return of the object, to establish his or her right of possession by proof to the Museum. The new owner shall succeed to the Lender's rights and obligations under this agreement, including, but not limited to, the custody period and any insurance obligations.

Interpretation

Any object(s) to be placed on exhibit is open to interpretation by the Museum. The Lender loans the object(s) with the understanding that he/she cannot restrict, command, or otherwise determine the manner in which the Museum will interpret the object, its use, and its placement in the exhibit.

Reproduction and Credit

Photographs or copies may be made of the objects for the purpose of cataloging, non-commercial educational uses, publicity, and registrarial purposes. Any further use of such photographs or copies will be made only with written permission from the Lender as noted on this contract. Each object will be labeled and credited to the Lender as provided on this contract for display labels and publication credits.

Care and Preservation

The Museum will exercise the same care with respect to the object(s) on deposit as it does with comparable property of its own. The Museum will not alter, clean or repair objects on deposit. The Lender certifies that the objects lent are in condition to withstand ordinary strains of packing, transportation and handling. The Museum will notify the Lender immediately, followed by a full written and photographic report, if damage or loss is discovered. The museum has no insurance on any holding and cannot reimburse the owner for loss or damage.

