SAMPLE DOCUMENT

**Type of Document:** Collections Management Forms  
**Date:** 2007

**Museum Name:** Ah-Tah-Thi-Ki Museum  
**Type:** Specialized: Name Specialty Specially: Native American Museum

**Budget Size:** $5 million to $9.9 million  
**Budget Year:** 2009

**Governance Type:** Tribal  
**Accredited:** Yes

**Have museum's Collections Management Policy:** Yes

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OUTGOING LOAN AGREEMENT
Seminole Tribe of Florida Ah•Tah•Thi•Ki Museum Collections Department
HC61 Box 21A, Clewiston, Florida 33440
Ph: (863) 902-1113 Ext. 12241
Fax: (863) 902-1117

The Seminole Tribe of Florida Ah-Tah-Thi-Ki Museum agrees to lend the undersigned (Borrower) the item(s) described below, for the purposes stated and subject to the terms and conditions herein set forth.

Borrower: ________________________________
Address: ______________________________________
Contact: ______________________________________
Phone: ______________________________________
Fax: ______________________________________
Email: ______________________________________

The following object(s) are on loan to the __________ Museum for exhibition in the __________ galleries, from __________ to __________.

<table>
<thead>
<tr>
<th>Accession Number</th>
<th>Description</th>
<th>Value</th>
</tr>
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TOTAL NUMBER OF ITEMS: __________________ TOTAL INSURANCE VALUE: __________________

Certificate of Insurance to be provided by the ____________________________.
CONDITIONS FOR OUTGOING LOANS

It is the Borrower’s responsibility to become familiar with stipulations covering this transaction. Responsibility for meeting the terms agreed to in this loan agreement remains with the borrowing institution and authorized agent.

A. Care, Handling, and Security

1. The Borrower is responsible for any conservation costs that may be incurred as a result of preparing the material for loan. Such fees, if necessary, will be determined by the Director of the Seminole Tribe of Florida Ah-Tah-Thi-Ki Museum before any material can be released.

2. Loaned material may not be altered, embellished, modified, restored, conserved, or dismantled in any way. The Seminole Tribe of Florida Ah-Tah-Thi-Ki Museum (herein after referred to as the “Lender”) will provide the Borrower with condition reports and mounting guidelines as appropriate. No pins, screws, nails, brackets, adhesive tape, surgical wax, paint, or other mounting materials may be used that might leave any marks or evidence on the objects. No casts or other reproductions of loaned material may be made without written permission from the Lender. The Lender reserves the right to inspect the mounting/installation of the loaned material to insure that standard conservation practices are observed. Loaned material may not be subjected to technical examination of any type without written permission from the Lender. Should damage occur, the Lender must be contacted immediately, and no repairs may be made without the specific written authorization of the Lender.

3. Material shall not be removed from exhibit for temporary exhibition elsewhere nor shall any object be re-loaned by the Borrower.

4. Material placed on public exhibition must be in locked or otherwise secure cases or, in the case of large objects, displayed, so as to provide maximum security. Material must be stored in a locked, limited access area until safely installed in cases. Material not on display must be stored similarly.

5. Loaned material may not be physically handled for lectures, demonstrations, or entertainment or illustrated in print or broadcast media without specific written permission from the Ah-Tah-Thi-Ki Museum.

6. Loaned material must be protected from fire, theft, mishandling, dirt, insects, and extremes of light, temperature and humidity. At minimum, the Borrower must provide the Ah-Tah-Thi-Ki Museum with quality environmental conditions in accordance with object-specific instructions provided by the Ah-Tah-Thi-Ki Museum, twenty-four hour physical and/or electronic security and a fireproof building. The packing materials used to ship the material must be stored in a clean, dry environment.

7. Only adequately trained personnel shall be permitted to handle, move, or pack material. During installation and de-installation, security personnel or other security precautions must be in place in the exhibit area. At no time during installation may any mounted or loaned material be left overnight in an open case.

B. Packing and Transportation

1. The Borrower must bear all packing and shipping expenses. Packing and shipping will be carried out by methods and/or routes chosen or approved of by the Lender. The Lender shall be entitled to prescribe and approve methods of packing and shipping to which both Lender and Borrower must agree in writing.

2. The Borrower must return the material in the same or better containers and materials than received. Instructions provided by the Lender for unpacking and re-packing must be followed.

3. For international loans, a customs broker must be retained at the expense of the Borrower.

4. The Borrower shall make arrival and departure condition records of the loan.
C. Couriers

1. As owner of the material to be lent, the Lender retains the right to require that outgoing loans be accompanied by a staff courier and that unpacking, mounting, dismantling, and re-packing be supervised by a Lender's staff member at the Borrower's expense. The requirement for a courier will be established and all conditions agreed upon by the Lender and the Borrower by the time this agreement and courier agreement are signed and accepted.

2. The designated courier shall be a staff member who represents the Lender and has full authority to act in the protection of the item(s).

3. All expenses, including any and all unforeseen expenditures required to assure the safe transport and installation of the loaned material as well as the transport of the courier, will be paid by the Borrower, except when other arrangements have been agreed to in writing.

4. The following conditions will apply for hand-carried objects:
   a. Domestic travel requires a nonstop flight when possible
   b. International travel requires first or business class with the minimum number of stops possible.

5. The following conditions will apply for cargo-held travel:
   a. Domestic travel requires a nonstop flight when possible, the Lender courier must follow the same route
   b. International travel requires that the Lender courier must accompany the crates when possible. As an alternative, the courier must arrive in advance of the cargo plane and arrangements must be made for the courier to have access to the unloading of the cargo.

6. If the Lender courier must travel by means other than aircraft (i.e. boat, taxi, bus or train), the Lender may require that the courier be escorted by a representative of the Borrower.

7. For international loans, the customs broker must make clearance arrangements so that crates or boxes are not opened for inspection at the airport. The broker and a representative of the Borrower must meet the Lender courier at the airport. If arrival is after business hours, special arrangements should be made to lock cargo in a security cage/area.

8. The Borrower must provide appropriate transportation for the objects and the Lender courier to their facilities. If the courier and artifacts must travel in separate vehicles, they should travel in tandem.

9. The courier will examine loaned material as it is unpacked, and a representative of the Borrower should initial all condition reports.

D. Insurance

1. The Borrower must provide all-risk, wall-to-wall fine arts insurance for the duration of the loan. The amount of the coverage will be determined by the Lender, as stated on the attached condition report which is attached hereto and made a part hereof. Documentary evidence of the Borrower’s insurance (copy of the policy or certificate of insurance) must be provided to the Lender before object(s) will be released. In certain cases, the Lender may insure objects under its comprehensive all-risk policy, billing premiums to the Borrower.

E. Reproduction and Credit

1. Loaned material may be photographed (in line with preventative conservation considerations) and photographs may be used free of charge for record and research purposes as well as for publicity in direct conjunction with the exhibition for which the material has been loaned. Written permission to publish or otherwise reproduce photographs of loaned material, including in exhibition catalogs, must be obtained directly from the Lender and the copyright holder when applicable. The public may photograph (without the use a flash) exhibited loan items for private, non-commercial use unless otherwise specified.
2. Information used for catalogs, exhibit labels, photograph captions or any other purposes shall conform to the requirements for reproduction and credit as specified in this agreement. All such references must include Lender's catalog number and "Courtesy of the Seminole Tribe of Florida Ah-Tah-Thi-Ki Museum."

3. Press announcements, brochures, and two copies of exhibit catalogs or other materials concerning the exhibition or research must be sent to Lender within one (1) month of publication.

F. Change in Ownership and/or Address

1. It is the responsibility of the Lender or his/her agent to notify the Borrower promptly in writing if there is any change in ownership of the objects (whether through death, sale, gift, insolvency or otherwise) or if there is a change in the identity and address of the Lender.

G. Termination

1. Unless otherwise agreed to in writing, the loan shall terminate on the date given on the face of this agreement. Upon termination of the loan, the Borrower will return the objects to the Lender at the address stated on the face of the agreement or to a location mutually agreed upon in writing by the Borrower and Lender of record.

H. Additional Conditions

1. This agreement shall be governed by the applicable laws of the Seminole Tribe of Florida, State of Florida and United States of America.

2. Heirs and Assigns. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives, and references to the Borrower and/or Lender shall include their heirs, successors, assigns, and personal representatives.

3. Integration. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties.

4. Waivers. A waiver of any breach of any of the provisions of the Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.

5. Notices and Changes of Address. All notices shall be sent to the Borrower at the following address: , and to the Lender at the following address: Seminole Tribe of Florida dba Ah-Tah-Thi-Ki Museum, HC61 Box 21A, Clewiston, Florida 33440. Each party shall give written notification of any change of address prior to the date of said change.

I HAVE READ THE CONDITIONS ABOVE AND ON THE ATTACHED PAGES AND ACCEPT THEM.

Signature of Borrower: ______________________ Title: ______________________ Date: ______________

Seminole Tribe of Florida Ah-Tah-Thi-Ki Museum Registrar: ______________________ Date: ______________

Seminole Tribe of Florida Ah-Tah-Thi-Ki Museum Director: ______________________ Date: ______________

Please sign and date both copies of this loan agreement, keep one for your files, and return one to:

Ah-Tah-Thi-Ki Museum
HC61 Box 21A
Attn: Registrar
Clewiston, FL 33440

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