

SHIPPING:

The following shipping arrangements are proposed subject to review and approval by the Shafer Memorial Art Gallery coordinator in consultation with the lender.

Objects will be shipped from (address): _____

to arrive no later than _____ via _____

to be returned no later than _____ via _____

to the above address (unless otherwise notified).

COSTS:

Packing and transportation costs will be paid by:

Incoming shipment **Delivery by Artist**

Outgoing shipment **Pickup by Artist**

SPECIAL CONDITIONS:

PLEASE READ, REVIEW, AND SIGN THE CONDITIONS OF LOAN ATTACHED.

CONDITIONS GOVERNING LOANS

1. Care and Preservation:

- a. The Shafer Memorial Art Gallery, Barton County Community College's museum of art, will give to objects borrowed the same care as it does comparable property of its own. Objects will be protected from fire; theft; mishandling; dirt and insects; and extremes of light, temperature and humidity while in the College's custody. It is understood by the Lender and the College that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible.
- b. Evidence of damage at the time of receipt or while in the College's custody will be reported immediately to the Lender. It is understood that objects which in our opinion show evidence of infestation may be fumigated at the discretion of the College.
- c. The Lender will be requested to provide written authorization for any alteration, restoration, or repair. Barton County Community College may examine the object by all modern photographic techniques.
- d. The Lender certifies that the objects lent are in such condition as to withstand ordinary strains of packing and transportation and handling. A written report of condition of objects prior to shipment must be sent by the Lender to the College. Otherwise, it will be assumed that objects are in good condition prior to leaving the Lender's possession. Condition reports will be made at the College on arrival.

2. Transportation and Shipping:

- a. The method of shipment and responsibility for costs of packing and transportation must be agreed upon in writing by the Lender and Barton County Community College.
- b. Government regulations will be adhered to in international shipments.
- c. The Lender will assure that said objects are adequately and securely packed for the type of shipment agreed upon, including any special instructions for unpacking and repacking. Objects will be returned packed in the same or similar materials as received unless otherwise authorized by the Lender.

3. Insurance

- a. Objects will be insured for the amount specified herein by Barton County Community College under its "all risk" wall-to-wall policy subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin or inherent vice; repairing, restoration or retouching process; hostile or warlike action, insurrection, rebellion, etc.; nuclear reaction, nuclear radiation, or radioactive contamination.
- b. Insurance will be placed in the amount specified by the Lender herein which must reflect the fair market value. If the Lender fails to indicate an amount, Barton County Community College will set a value only for the purposes of insurance for the period of the loan. Said value is not to be considered an appraisal. The amount payable by this insurance is the sole recovery available to the Lender in the event of loss or damage.
- c. If the lender elects to maintain his own insurance coverage, the College prior to shipping must be supplied with a certificate of insurance naming Barton County Community College as an additional insured or waiving the rights of subrogation. If the Lender fails to provide said certificate, this failure shall constitute a waiver of insurance by the Lender (see "d" below). Barton County Community College shall not be responsible for any error or deficiency in information furnished to the Lender's insurer or for lapses in coverage.

- d. In the case of long term loans, it is the responsibility of the Lender to update insurance valuations.
- e. If insurance is waived by the Lender, this waiver shall constitute the agreement to release and hold harmless Barton County Community College and the Shafer Memorial Art Gallery from any liability for damage to or loss of loaned property.

4. Reproduction and Credit

Unless otherwise notified in writing by the Lender, it is understood and agreed that: (1) the objects lent may be photographed or reproduced by Barton County Community College for educational, catalogue and publicity purposes; (2) objects on exhibit may be photographed by the general public; (3) the Gallery will give credit to the Lender as specified in the face of this agreement in any publications. Whether individual labels are provided for objects on display is at the discretion of the College.

5. Possession and Return of Loans

- a. Barton County Community College retains the right to determine when, if and for how long objects borrowed will be exhibited. Unless otherwise notified in writing, the Gallery will return the objects only to the Lender. In case of change of legal ownership during the period of the loan, the new owner will be required to establish his legal title by proof satisfactory to the College.
- b. When the loan is returned, Barton County Community College will send the Lender a receipt form. If this form is not signed and returned thirty days after mailing, the College will not be responsible for any damage or loss.
- c. If Barton County Community College's efforts to contact the Lender, within a reasonable period following the expiration of the loan, are unsuccessful, and no special arrangements have been made for the return of the loan, then the objects will be placed in storage at the Lender's risk and expense. If, after three years, an object has not been reclaimed, then, and in consideration for its storage and safeguarding during such a period, the Lender shall be deemed to have made an unrestricted gift to the College.

I have read and agree to the above conditions and certify that I am the owner or agent of the owner authorized to agree thereto.

Signed _____ Date _____

Please check one: owner____ authorized agent____

Approved for Shafer Memorial Art Gallery and Barton County Community College:

Signed _____ Date _____

Title _____