



## Outgoing Loan Agreement

Date

**Borrower**

Address

City

State

Zip Code

**Contact**

Name

Title

Phone

Email

**Lender:** Special Collections Research Center, University of Michigan Library

Rm. 711 Hatcher Library South, 913 S. University Avenue, Ann Arbor, MI 48109-1190

**Contact**

Name

Title

Phone

Email

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**Exhibit title or other purpose (specify)**

**Exhibition start date**

**Exhibition end date**

**Loan start date**

**Loan end date**

**Venue(s)**

**Insurance carrier**

**Total value**

Certificate of insurance required before manuscripts leave the U-M Library

**Credit line** Special Collections Research Center, University of Michigan Library

**Packing and shipping**

**Total loan fees and charges \$**

**Special conditions**

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**Total number of items**

**ID NUMBER**

**DESCRIPTION OF ITEM(S)**

**INSURANCE VALUE**

I have read and accept the Regents of the University of Michigan's, on behalf of its Library ("University of Michigan Library" or "U-M Library"), conditions and terms for outgoing loans attached to this form.

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**Signature (for the Borrower)**

**Date**

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**Print name**

**Title**

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**Signature (for the University of Michigan Library)**

**Date**

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**Print name**

**Title**



1. Unless otherwise agreed by the University of Michigan Library (Library), the Borrower will continuously insure the loan materials under an all-risk fine arts policy subject to the standard exclusions, both in transit and while in the Borrower's custody (wall-to-wall) in an amount not less than the value stated in this agreement. The Regents of the University of Michigan will be named as a loss payee on all such insurance policies and the Library will, on request, be provided with a certificate of insurance before the loan objects leave the premises of the Library. The certificate of insurance will indicate the amount and type of insurance, all named insured, and that no policy named on this certificate will be canceled without notice to the Library at least ten days prior to the proposed date of cancellation. The Borrower remains liable for all costs specified in this Agreement and for damage to items arising out of the Loan, as specified in paragraph (2), regardless of insurance availability.
2. For all purposes under this Agreement, the value of the loan materials, or any of them, is the dollar value set forth on the face of this Agreement. If any of the loan items, between the time the loan leaves the Library destined for the Borrower and the time it returns to the Library, has suffered any damage, then, at the Library's election and in consultation with the Borrower, the Borrower will:
  - a. Pay the Library the dollar value of the damaged item as discharge of liability for the damage minus salvage value of the damaged item; salvage value for each item the parties agree will be deemed \$25. The damaged item will remain the legal property of the Library. Or
  - b. Pay the Library the cost of restoring or treating, to the extent practicable, the damaged item to its condition upon leaving the Library plus any difference between the dollar value of the item stated in this agreement and the value of the item after such treatment.
3. The Borrower must pay, within 60 days of invoice or demand for payment, all costs and fees due to the Library as stated on the face of this Agreement. These costs may include packing, transportation, insurance, pre- and post-loan condition assessment, conservation and mounting, provision of images or reproductions, loan fees, appraisals for the purpose of insurance, and other administrative fees. The Borrower will reimburse the Library any charge collected from the Library by a third party for transportation or services directly related to this loan.
4. Packing and shipping arrangements are as identified in this Agreement and agreed in advance by both parties. The Borrower is responsible for all transportation costs, including the costs of courier(s) if required. U-M Library conservators will pack outgoing shipments from the Library unless other arrangements are required for insurance; experienced packers or conservators should pack for return to the Library, using the same materials as the outgoing shipment. If the original shipping materials are damaged, alternate arrangements for packing must be agreed with the U-M Library in advance of the return shipment.
5. The listed item(s) will not be loaned to a third party without the express written permission of the U-M Library nor will they be exhibited anywhere other than in the location(s) and under the conditions set forth in this Agreement.
6. The Borrower will provide a General Facility Report or other acceptable description of each display location. The Borrower must store and exhibit the loaned item in secured cases and space consistent with display and storage described in the Borrower's General Facility Report or description provided. Additional specific requirements for security, lighting, temperature, humidity, or the like may be detailed under Special Conditions on the Loan Agreement.
7. The U-M Library will provide a conservator's condition report and images to accompany each loaned item, to be reviewed by the Borrower at the time the item transfers custody. Changes to the condition report or evidence of damage in transit or while in custody of the Borrower will be reported in writing to the U-M contact person listed on this Agreement as soon as possible. High quality close-up images of the damage must be captured and transmitted with the report. The condition of each loaned item will be reviewed again by the U-M Library on return.
8. The Borrower is responsible for exercising appropriate care of the loaned item and returning it in the same condition as received. The Borrower must ensure that the loaned item is handled only by representative(s) (couriers) from the U-M Library or by knowledgeable, experienced staff. Special handling instructions may be noted for each item on the Loan Agreement or referenced from the Loan Agreement to the condition report.
9. The Borrower will not perform technical scientific examination, open mounts, unframe, re-mat, clean, conserve or restore, or otherwise alter any item without written permission from the U-M Library, except in the event of emergency (fire, flood, or similar disaster) and then solely for the purpose of preventing further damage. In the event of such an emergency, the Borrower will notify the U-M Library contact of the damage and emergency measures taken by the quickest communication method available, followed by written confirmation. The U-M Library will hold the Borrower harmless from any liability connected with good faith efforts to mitigate damage during such an emergency. Any moving and storage expenses arising from such an emergency will be paid for by the Borrower.
10. No later than the close of the exhibition the parties will make arrangements for return of the items per the Packing and shipping information stated and the date by which the Borrower will tender the shipment. If packing and shipping is to be by means or methods different from the initial shipment, the parties will agree within this same time frame.
11. The Borrower agrees to identify the University of Michigan Library as the owner of the item(s) at the site of display, e.g., on the exhibit label, as well as in any other printed material(s), electronic media, and Web sites that refer to the loaned items, using the exact wording of the Credit Line specified in this Agreement.
12. Unless specified otherwise in the Loan Agreement, the University of Michigan Library gives the Borrower non-exclusive permission to use images of any item in this loan for publicity purposes, in a catalogue of this exhibit, or in an online version of this exhibit. The Borrower is responsible for clearing any copyright permissions from the author, artist, or other copyright holder if that is required. The Borrower will not perform or permit photography or imaging that requires additional handling (with the item outside its display case) without advance written permission from the Library. Unless specified otherwise in the Loan Agreement, casual photography by visitors to the exhibit is permitted if consistent with the Borrower's exhibition policies.
13. The Library retains the right at any time to recall from the Borrower any or all of the loan materials. The Borrower will permit Library personnel to inspect loan materials in the Borrower's possession at any reasonable time requested by the Library. The Borrower is responsible for providing promptly any change of address or contact that occurs during the period of the loan.
14. Amendments or changes to this Agreement must be agreed in writing. This Agreement is governed by the laws of the State of Michigan.

# **University of Michigan Library Conditions and Terms for Outgoing Loans**

Rev. 1/28/2014