



OUTGOING LOAN FORM

Loan Reference Number: OL.		
Loan Start Date:		Loan End Date:
This loan may be renewed subject to satisfactory review prior to the loan end date. The Borrower must contact the Lender three months prior to the end date to arrange a review or to arrange return of the object(s).		
Reason for loan:		
<u>Accession #</u>	<u>Description</u>	<u>Valuation</u>
Lender: Black American West Museum & Heritage Center Address: 3091 California Street, Denver, CO 80205 Contact Name: Tel: Email:		Borrower: Address: Contact Name: Tel: Email:
<i>Credit Line to accompany any display of the object(s):</i> <p style="text-align: center;">Loan from the Black American West Museum & Heritage Center</p>		
Signed on behalf of the lender: Signature: Name: Position: Date:		Signed on behalf of the borrower: Signature: Name: Position: Date:

Terms and Conditions

1. The Lender will inform the Borrower of a change of details, including but not limited to a change of name or address.
2. The Borrower will inform the Lender of a change of details, including but not limited to change of name or address.
3. The Borrower will inform the Lender of the loss of the objects or of any damage of whatever nature including any discovered on first receipt/delivery.
4. The Lender reserves the right to recall the object(s) from loan, particularly if the conditions of loan are not being met. In this unlikely event, a six-month written notice will be given unless this places a loan object at excessive risk.
5. All reasonable out-of-pocket costs associated with the loan will be met by the Borrower. However, both Lender and Borrower commit to using the most cost-effective options that meet the conditions of the loan. The costs to set up the loan should be agreed separately and prior to the completion of this form.
6. The borrower will provide reasonable access to loan objects to staff or agents of the Lender, for example for inspection or conservation. Visits will be arranged in advance with consideration of the convenience of all parties.
7. Condition reports for the objects on loan will be completed before and after transport to and from the loan venue, and for all other moves or at least annually. Condition inspections may be undertaken by experienced staff or agents of the Lender and Borrower in writing.
8. The valuation of the loan object(s) can be reviewed annually from the loan start date and any change to the valuation overleaf will be agreed by the Lender and Borrower in writing.
9. The Borrower will ensure that the object(s) are maintained in a suitable condition for display. Dusting may be carried out, but no repairs, conservation, or extensive cleaning may be undertaken without the prior written permission of the Lender.
10. The object(s) will not be used, operated, worn, or entered without the prior written permission of the Lender. The object(s) may otherwise be handled, moved and cared for by staff or agents of the Borrower in accordance with practice for their permanent collection.
11. All third-party requests relating to the loan object(s) will be referred to the Lender unless a specific license is given to the Borrower, including but not limited to copyright. The Borrower will not lend the objects to any third party, or otherwise remove them from the specified loan venue except in an emergency.
12. The Lender must be satisfied with the standard of packing and the security and protection of the object(s) on any vehicle prior to release on loan. The Borrower will provide equivalent standards for the return of the object(s). Unpacking and installation will be undertaken by experienced staff or agents of the Lender or Borrower.
13. Photographs or other reproductions of the object(s) must not be made for commercial purposes by the Borrower or other parties without the prior permission of the Lender. Photographs may be taken by the Borrower for record purposes unless a further condition applies. Photographs may be taken by visitors for private study unless it is prohibited by a further condition below.
14. The Lender will keep the Borrower's details in accordance with the Data Protection Act of 1998. The Borrower consents to the processing of their personal details by the Lender for the sole purpose of managing the loan object(s).

15. The Borrower confirms that no objects in their exhibitions or displays are known or suspected to have been stolen, illegally imported or exported, or illegally excavated as defined in the 1970 UNESCO Convention on the Means on Prohibiting and Preventing the illicit Import, Export and Transfer of Ownership of Cultural Property, or the Native American Graves Protection and Repatriation Act of 1990.
16. The Borrower undertakes to cover all loss or damage to the loan object(s) through an insurance policy to the value stated in this agreement, or as updated and agreed in writing between the Lender and Borrower. Copies of the insurance policy will be supplied to the Lender.
17. All costs to arrange the loan, including but not limited to photography, conservation and packing, will be covered by the Borrower.