

INCOMING LOAN AGREEMENT

The Undersigned hereby lends to the New York Transit Museum (NYTM) the object(s) described herein for the purposes, and subject to the terms and conditions set forth.

LENDER

Institution or Individual: _____

Contact: _____ Title: _____

Address: _____

Tel #: _____ Fax #: _____

Email: _____

EXHIBITION

Dates and location: _____

DESCRIPTION OF LOAN

Objects	Date	Condition	Insurance Value
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CREDIT

Exact form of lender's name for catalogue, labels and publicity

INSURANCE

To be carried by lender

To be carried by MTA/NYCT

To be waived

PHOTOGRAPHY

Are photographs and/or color transparencies and/or digital files suitable for reproduction available? Yes No

If yes, please state type and where they may be obtained: _____

SHIPPING ARRANGEMENTS

To be packed/crated by: _____

Method of Shipment: _____

Carrier name and telephone: _____

ADDITIONAL COMMENTS

CONDITIONS FOR INCOMING LOANS

1. CARE & HANDLING

It is understood that the objects in this loan will remain in the condition received and will not be repaired, restored, cleaned, or altered in any way without the permission of the lender. Evidence of damage to loan object(s) at the time of receipt or while in the NYTM custody will be reported immediately to the lender. The lender certifies the condition of the loan object(s) as stated in this loan agreement is accurate and that the object(s) will withstand the ordinary strains of packing and transportation. NYTM agrees to meet any special requirements for installation and handling as stated herein. NYTM agrees to secure the object(s) from theft, damage or deterioration and will display them in a secure, environmentally monitored area.

2. COSTS

Unless noted on the front of this contract, all costs of packing, transportation, couriers, insurance and other loan related expenses will be borne by the NYTM.

3. LOAN PERIOD

The object(s) described in this loan agreement will be used solely for the purpose described herein, and shall be lent solely for the dates stated on the obverse. The object(s) shall remain in the custody of the NYTM for the duration of the loan period.

4. PACKING & SHIPPING

Packing and transportation arrangements for the object(s) must be mutually agreed upon by both parties. The object(s) will be returned packed in the same or similar manner as received, and shall be packed by experienced personnel only. If the object is to be returned at the Lender's request, without prior written consent, to any address other than that from which it was collected, the Lender shall pay any costs incurred by such a change.

5. REPRODUCTION & CREDIT

Any object(s) used for the purpose of presentation, exhibition or publication shall be labeled and credited as indicated on the obverse of the loan agreement. The NYTM may photograph the object(s) for educational, catalog and publicity purposes. It is understood that the NYTM does not restrict the use of cameras by the public in its exhibition areas.

6. INSURANCE

The object(s) will be insured for the amount specified herein under an "all risk" wall-to-wall policy subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin or inherent vice; repairs, restoration or retouching process; hostile or war-like action, rebellion, etc.

NYTM will supply a Certificate of Insurance prior to the shipment of the loan. Insurance will be in the amount specified herein which will reflect fair market value. If the object was industrially fabricated, and can be duplicated to the Lender's specification, the amount of such insurance shall be limited to the cost of such replacement.

The value as stated on the obverse is not to be considered an appraisal. Subrogation against MTA or any of its entities is waived.

As an entity of the Metropolitan Transportation Authority (MTA), New York City Transit (NYCT) is a public benefit corporation created and existing pursuant to the New York State Public Authorities Law, Section 1201 et seq. The MTA enjoys unregulated self-insurers status in New York State, Bodily Injury, Property Damage, No-Fault Liabilities and Worker's Compensation. Therefore, the MTA does not purchase insurance. The MTA pays claims out of operating expenditures when responsible due to negligence.

If insurance is waived, the Lender agrees to indemnify the NYTM for any or all loss or damage to object(s) occurring during the course of the loan.

7. RETURN OF LOANS

The loan agreement may be terminated by either party given reasonable notice in writing. If NYTM 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, the objects will be placed in storage at the Lender's risk and expense. If after three years the property is not withdrawn, it may be deemed to become the unrestricted property of the NYTM.

NYTM hereby acknowledges receipt of the object(s) listed on the previous page. The undersigned assumes full responsibility for the objects subject to the conditions printed above until their return.

Lender Signature and Title

Date

Approved for the New York Transit Museum:

Signature and Title

Date