



Peabody Museum of Archaeology and Ethnology, Harvard University

11 Divinity Avenue, Cambridge, MA 02138 USA phone: 617-496-1027; fax: 617-495-7535

Loan Agreement

Loan:

The Peabody Museum of Archaeology and Ethnology, Harvard University, subject to the conditions printed on both sides of this agreement, agrees to lend the object described below.

INSTITUTION:

TELEPHONE:

ADDRESS:

CONTACT:

LOAN PERIOD:

PEABODY NO.:

DESCRIPTION:

CULTURE:

DATE:

LOCALE:

DIMENSIONS:

MATERIAL:

INSURANCE WILL BE MAINTAINED BY:

INSURANCE VALUE (US\$):

INSTALLATION REQUIREMENTS:

Some objects have been treated with chemicals that may be harmful if inhaled or touched. Care should be taken by wearing gloves at all times as well as masks and protective clothing when appropriate.

CREDIT LINE:

Peabody Museum of Archaeology and Ethnology, Harvard University

If the Borrower's loan agreement is signed by the Peabody Museum, conditions of the Peabody Museum's loan agreement will supersede conditions of the Borrower's loan agreement.

The Borrower acknowledges reading and agreeing to the conditions listed on both sides of this document.

Signature of Borrowing Institution _____

Title _____ Date _____

Peabody Museum Signature _____

Title _____ Date _____

OUTGOING LOAN CONDITIONS

1. GENERAL CARE AND HANDLING

The Borrowing Institution will exercise the same care and handling to the loan item as it does in the safekeeping of comparable property of its own. Each object shall remain in the same condition in which it was received. The Borrowing Institution agrees to follow all special handling, installation, and packing instructions provided on the front of this document and detailed in correspondence from the Peabody Museum to the Borrowing Institution. No restoration, repair, cleaning, or fumigation of loan objects may be performed by the borrower. Other organic objects stored or exhibited with those from the Peabody Museum must be free of infestation.

2. PACKING

The Peabody Museum will determine the appropriate means of packing the loan material and will approve in writing all crating and packing arrangements. The Borrowing Institution agrees to cover all crating and packing costs.

3. TRANSPORTATION

The Peabody Museum will determine the appropriate means of transportation of the loan material and will approve in writing all transportation arrangements. The Borrowing Institution agrees to cover all shipping costs, including courier travel and courier per diem. Upon arrival, all travel containers must be equilibrated to the environment for 24-48 hours before unpacked.

4. INSURANCE

Insurance must be secured by the Borrowing Institution with coverage under an All Risk fine arts "wall to wall" policy from the time that the loan objects leave the Peabody Museum until the objects are returned to the Peabody Museum and the final condition reports are completed. Coverage will include all risk of physical damage or loss including, but not limited to, loss or damage from earthquakes, floods, strikes, riots, or civil commotion. The loan objects will be insured at the values assigned by the Peabody Museum on the other side of this agreement. The Borrowing Institution's policy will name "President and Fellows of Harvard College" as additional insured and will waive subrogation rights against Harvard University. A Certificate of Insurance evidencing such coverage must be delivered to the Peabody Museum before shipment to the Borrowing Institution occurs. The Borrowing Institution agrees to cover any deductible under its policy.

5. IMMUNITY FROM SEIZURE

Borrowing Institution will seek immunity from seizure or guaranty of return to the extent the law in the jurisdiction of each venue provides such protection. The Peabody Museum must receive documentation confirming that any required application has been completed and the protection is in effect well in advance of any shipment.

6. WITHDRAWAL OF OBJECTS

The Peabody Museum reserves the right to withdraw immediately any items whose condition has deteriorated or may deteriorate due to continued travel, or whose security appears to be threatened, or when other any reason, as determined in the sole discretion of the Peabody Museum, necessitates withdrawal. In this event, the Borrowing Institution will be responsible for all costs associated with the safe return of the loan object to the Peabody Museum.

7. PROCEDURE IN EVENT OF DAMAGE

In the event that a loan item is damaged, destroyed, lost or stolen, the Borrowing Institution shall give the Senior Registrar of the Peabody Museum immediate telephone notice, followed by written confirmation. The report of damage or loss should provide a description of the extent and circumstances surrounding the event. No repairs or other actions may be taken on the object by the Borrowing Institution without instruction from the Peabody Museum.

8. PUBLICITY AND CREDITS

The credit line as shown on the front of this form will be used in all printed material related to the loan object. Loans for exhibition require that one copy of any catalog or publicity material be sent directly to the Senior Registrar of the Peabody Museum. Loans for research require that copies of all instrumental data analysis, including x-rays and photographs, be sent within one year, as well as a copy of any final report or article.

9. PHOTOGRAPHY

All photographs of Peabody Museum objects to be used in exhibition catalogue, brochures, publicity releases, and the like in all formats will be provided by the Peabody Museum and copyright in such photographs will belong to the President and Fellows of Harvard College. Use of all photographs in any publication including online requires prior permission from the Peabody Museum. The Borrower may photograph the loan objects or allow their photography by a third party only as follows: 1) as part of a general view of the exhibition for documentation or PR/marketing purposes; 2) for non-commercial condition documentation and record-keeping purposes; and 3) by the viewing public for non-commercial personal use only with no flash. All other requests for third party photography of loaned objects must be forwarded to the Peabody Museum.

10. CONDITION REPORT

The Peabody Museum will provide a detailed condition report of the loan item. The Borrowing Institution will review this condition report against the loan item at the time of its arrival and departure.

11. EXHIBITION DESIGN AND INSTALLATION

The Borrowing Institution agrees to comply with all requirements detailed on the front of this document, as well as those described in correspondence from the Peabody Museum to the Borrowing Institution.

12. LOAN FEES

The Borrowing Institution agrees to pay administrative loan fees, conservation, mount fabrication costs, courier travel, and courier per diem as detailed in correspondence from the Peabody Museum to the Borrowing Institution.

13. JURISDICTION

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

14. NON-ASSIGNABILITY AND BINDING EFFECT

Neither party's rights nor obligations hereunder may be assigned except with the other's written consent. Subject to the foregoing, this agreement shall be binding on and inure to the benefit of the parties and their successors and assigns.