



# ARTHUR WALTER KEDDIE RAILROAD LIBRARY POLICY



## Incoming Loan Agreement

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*Effective Date:* 03/20/2021      *Legal Review Date:* \_\_\_\_\_  
*Next Review Date:* 03/20 2026  
*Replaces:* 08/22/2012      AWKRRL-00006

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Loan No: \_\_\_\_\_

TO: \_\_\_\_\_  
( Name of Lender )

Address: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

FROM: \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_  
( Name of Borrower )

In accordance with the conditions printed on the reverse, the objects listed below are borrowed for the following purpose(s) only:

\_\_\_\_\_

For the period: \_\_\_\_\_ to \_\_\_\_\_

(from estimated time object(s) leave lender custody until their return receipt by lender.)

Location of object(s) while on loan:

Initiated by: \_\_\_\_\_  
(Borrower representative)

No.	Object(s)	Description (include size, materials, condition, attach recent photo if possible) (Please itemize)	Insurance Value
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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If additional Space is necessary, attach extra sheet.) ( \_\_\_\_\_ sheets attached).

INSURANCE: (see conditions on reverse.) (Check one.)

To be carried by Lender, premium (\$ \_\_\_\_\_ ) billed to Borrower.  To be carried by Borrower.

Insurance waived by Lender.

SHIPPING AND PACKING: The following shipping and packing arrangements will be followed unless changed in writing by the Lender after consultation with the Borrower.

Object(s) will be packed by \_\_\_\_\_, charges to Borrower: Yes  No

03/20/2021

Object(s) will be shipped from (address): \_\_\_\_\_

to (address) \_\_\_\_\_

to arrive no later than \_\_\_\_\_ via \_\_\_\_\_

Object(s) will be picked up by: \_\_\_\_\_ when notified of delivery.

Object(s) will be returned to Lenders address (*unless otherwise notified*) via: \_\_\_\_\_

Object(s) will be shipped by Borrower to Lender so as to arrive no later than 30 days after end of loan period.

COSTS: The Borrower will pay costs of shipping and insurance: Yes \_\_\_ No \_\_\_

CREDIT LINE (*for exhibition label/catalog*): \_\_\_\_\_

SPECIAL CONDITIONS: \_\_\_\_\_

### Conditions of the loan:

#### A. Care, Preservation & Exhibition

1. The Borrower will give to lent objects special care at all times to protect the objects from fire, smoke, flood damage, theft, mishandling, insects, vermin, dirt or other environmental hazards, and extremes of light, temperature and humidity while in the Borrower's custody. It is understood by the Lender and the Borrower that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible.
2. If an object requires special installation, Borrower agrees to meet the special requirements for installation by a member of Lender's staff as a condition of the loan at the expense of the Borrower.
3. Evidence of damage or loss while in the Borrower's custody will be reported immediately to the Lender, followed by a full written report, including photographs. It is understood that objects, which in the opinion of the Borrower may be damaged by infestation, may be fumigated at the discretion of the Lender.
4. The Lender will be requested to provide written authorization for any alteration, restoration or repair. The Borrower, for its own purposes, may examine objects by all non-destructive modern scientific methods.
5. The Borrower retains the right to determine when, if, and for how long objects borrowed will be exhibited.
6. Objects must be handled only by experienced personnel and be secured from damage and theft by appropriate brackets, railings, display cases, or other responsible means.
7. Objects may not be lent to a third party without the advance approval of Lender.

#### B. Packing and Transportation

1. The Lender certifies that the objects lent are in such condition as to withstand ordinary strains of packing, transportation and handling as agreed upon. A written report of the condition of objects prior to shipment shall be sent by the Lender to the Borrower, otherwise, it will be assumed that objects are received in the same condition as when leaving the Lender's possession. Condition records will be made at the Borrower's location on arrival and departure. Evidence of damage at the time of receipt by Borrower shall be reported immediately to the Lender.
2. Costs of transportation and packing will be borne by the Borrower unless the loan is at the Lender's request or otherwise noted on the reverse of this form. The method of shipment must be agreed upon by both parties.
3. The Borrower certifies that the objects borrowed are adequately and securely packed for the type of return shipment agreed upon, including any special instructions for unpacking and repacking. Objects shall be returned packed in the same or similar materials as received unless otherwise authorized by the Lender. Evidence of damage at the time of receipt by Lender shall be reported immediately to the Borrower.

#### C. Insurance

1. Objects will be insured for the amount specified herein by the Borrower under its "all-risk" policy subject to the standard exclusions including: wear and tear, gradual deterioration, insects, vermin or inherent vice, repairing, restoration or retouching process; hostile or warlike action, insurrection, rebellion; nuclear reaction, nuclear radiation, or radioactive contamination. It is the responsibility of the Lender to notify the Borrower of current insurance valuations. If the Lender fails to indicate an amount, the Borrower will set a value for purposes of insurance for the period of the loan. Said value is not to be considered an appraisal.
2. The Lender shall be furnished with a certificate of insurance or a copy of the policy naming the Lender as an additional insured prior to shipment of the objects. The Lender must be notified in writing at least 20 days prior to any cancellation or meaningful change in the Borrower's policy.
3. If the Lender elects to maintain its own insurance coverage, then prior to shipping the Borrower shall be supplied with a certificate of insurance naming the Borrower as an additional insured or waiving rights of subrogation. If the Lender fails to provide said certificate, this failure shall constitute a waiver of insurance by the Lender (see no. 4 below). The Borrower shall not be responsible for any error or deficiency in information furnished by the Lender to the insurer or for any lapses in such coverage.
4. If insurance is waived by the Lender, this waiver shall constitute the consent of the Lender to release and hold harmless the Borrower from any liability or damages to or loss of the loaned property.
5. The amount payable by insurance secured in accordance with this loan agreement is the sole recovery available to the Lender from the Borrower in the event of loss or damage.

#### D. Reproduction and Credit

1. Unless otherwise notified in writing by the Lender, the Borrower may photograph or reproduce objects lent for educational, catalog and publicity purposes. It is understood that objects on exhibit may be photographed by the general public.
2. Unless otherwise instructed in writing, the Borrower will credit the Lender as specified on the face of this agreement in any publications or publicity.

3. Unless otherwise instructed in writing each object on exhibit shall be labeled and credited to the Lender as specified on the face of this agreement.

**E. Change in Ownership and/or Address**

1. It is the responsibility of the Borrower or his agent to notify the Lender promptly in writing if there is any change in the identity or address of the Borrower.
2. It is the responsibility of the Lender or his agent to notify the Borrower promptly in writing if there is any change in ownership of the objects (whether through *inter vivos* transfer or death) or if there is a change in the identity or address of the Lender.
3. The Borrower assumes no responsibility to watch for a Lender (or owner) change who cannot be reached at the address of record.

**F. Return of Loans**

1. Unless otherwise agreed in writing, this loan terminates on the date specified on the face of this agreement. If no date is specified, the loan shall be for a reasonable period of time, but in no event to exceed one year. Upon termination of the loan, the Lender is on notice that a return or renewal must be effected, or else a gift of the objects will be inferred.
2. Objects will be returned only to the Lender of record or to a location mutually agreed upon in writing by the Borrower and the Lender of record. In case of uncertainty, the Borrower reserves the right to require a Lender/claimant to establish title by proof satisfactory to the Borrower.
3. When the loan is returned, the Borrower shall send the Lender a receipt form. If this form is not signed and returned within thirty days after mailing, the Borrower will not be responsible for an damage or loss.
4. If the Borrower's efforts to return objects within a reasonable period following the termination of the loan are unsuccessful, then the objects will be maintained at the Lender's risk and expense for a maximum of three (3) years. If after three (3) years the objects have not been claimed, then and in consideration for maintenance and safeguarding the Lender/Owner shall be deemed to have made the objects an unrestricted gift to the Borrower.

**G. Refund/Extension/Cancellation**

1. Objects lent must be returned to the Lender in satisfactory condition by the stated termination date. An extension of the loan period must be approved in writing by the Lender or his designate and covered by a parallel extension of the insurance coverage. The Lender reserves the right to recall an object from loan on short notice, if necessary. Furthermore, the Lender reserves the right to cancel this loan for good cause at any time, and will make every effort to give reasonable notice thereof.
2. The Borrower retains the right to withdraw from the loan provided notice of intention to withdraw is given in writing fifteen (15) days before withdrawal. Loaned objects will be returned to Lender within 30 days of withdrawal.
3. The loaned items shall remain the property of the Lender and shall be subject to withdrawal by Lender prior to the stated termination date, provided notice of intention to withdraw is given in writing fifteen (15) days before withdrawal. If said items are on exhibit, the Lender may be subject to certain reinstallation fees to the Borrower for the redesign of that exhibit. All such fees are at the discretion of the Borrowers Board of Directors.

**H. Interpretation**

In the event of any conflict between this agreement and any forms of the Lender, the terms of this agreement shall be controlling. This agreement shall be construed in accordance with the laws of California.

I have read and agree to the above conditions and certify that I have full authority to enter into this agreement.

APPROVED FOR LENDER:

APPROVED FOR BORROWER:

Signed: \_\_\_\_\_  
(Lender or Authorized Agent)

Signed: \_\_\_\_\_  
(Borrower Representative)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(Please sign and return original.)

**RECEIPT FORM**

**Shipping Return Receipt**

SHIPPED: The undersigned hereby certifies that the items set forth in this contract have been shipped in the same condition in which they were received by Borrower to Lender, normal wear and tear excepted.

Shipped (date): \_\_\_\_\_ Shipped by: \_\_\_\_\_  
*(Borrower Representative)*

**Return Receipt**

RETURNED: The undersigned hereby certifies that the items set forth in this contract have been returned to Lender in the same condition in which they were received by Borrower, normal wear and tear excepted.

Received (date): \_\_\_\_\_ Received by: \_\_\_\_\_  
*(Lender Representative)*

CHANGE LOG

Date:	Action:	By:	Approved:
08/11/2012	Original		
03/20/2021	Update format	Kerry Cochran	