



ARTHUR WALTER KEDDIE RAILROAD LIBRARY POLICY



Temporary Custody Agreement

Effective Date: 03/20/2021 Legal Review Date:
Next Review Date: 03/20/2026
Replaces: 08/11/2012 AWKRRL -00009

Date Received Temporary Custody Agreement No.

Received from: (Name of Depositor)

Address: Telephone: ()

City: State: Zip:

The object(s) listed below are received for possible donation or purchase subject to the Conditions printed on the reverse.

Table with 3 columns: No., Object(s) Insurance Value, Description (include size, materials, condition, attach photo if possible) (Please itemize)

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

For the following Purpose:

Removal date is . Unless otherwise mutually agreed on, the object(s) shall remain in custody for a limited period of time, not to exceed days. (See Temporary Custody Agreement Conditions on reverse.)

Return of Object(s): will be picked up by depositor. Museum will send by

Packing and shipping to be paid by Depositor Museum.

Received by:

Signature (Society Representative (Please Print) Title)

Temporary Custody Agreement Conditions:

1. The objects are accepted by the Society for the benefit of the depositor and the Society assumes no responsibility except the avoidance of gross negligence. The depositor hereby agrees to release and hold harmless the Society, its employees, officer, and agents from any liability in connection with the objects while on deposit or in transit except for clear gross negligence.
2. Insurance of the objects is the responsibility of the depositor.
3. Attributions, dates, and other information shown on the face are not to be considered appraisals or official opinions by the Society. The fact that objects have been in the Society's custody shall not be misused to indicate Society endorsement.
4. Objects may be photographed and examined by non-destructive modern scientific methods by the Society for its own purposes, but will not be restored, treated or otherwise altered without written permission of the depositor.
5. In forwarding imported objects for deposit, the depositor is required to comply with all Local, State, Federal regulations.
6. If there is a change in the identity and/or address of the depositor or the owner, the Society must be notified promptly in writing. Objects must be claimed on or before the removal date noted on the face of the Temporary Custody Agreement. If one other than the original depositor claims objects, the Society reserves the right to request proof of legal authority to receive the material before objects will be released.
7. If objects are to be returned to the depositor by mail or other carrier, the depositor will be sent an Outgoing Temporary Custody Agreement Return Receipt at the time of shipment. Failure to sign and return said Receipt within 30 days of shipment of said objects shall release the Society from any further liability for the deposited property.
8. If the depositor of record fails to collect the objects or if delivery cannot be effected after the removal date, the Society will mail a warning to the depositor at its last known address of record to remove. The Society assumes no responsibility to search for a depositor (or listed owner) not located at the address of record. If after (3) years from the removal date noted on the face of this Temporary Custody Agreement objects have not been claimed, then, and inconsideration for their maintenance and safekeeping during such period, the objects shall be considered unrestricted gifts to the Society.
9. In the event that objects are being offered for sale or donation to the Society, the depositor, in the absence of written notice to the Society to the contrary, warrants that he/she upon request is prepared to pass full and clear title to the objects, including any copyright interests.
10. This agreement shall be construed in accordance with the laws of California.

I understand that Society record keeping procedures require that my name and address be kept on file, and I hereby acknowledge that I do not consider this to be an invasion of my privacy. No appraisals will be performed by the Feather River Rail Society as a facility or members of the staff as individuals.

I have read and agree to the above Temporary Custody Agreement Conditions, and I certify that I have full authority to agree thereto.

Signed: _____ Date: _____
(*Depositor**)

* If Depositor is not the owner, complete the following:

Name: _____
(*Name of Owner*)

Address: _____ Telephone: (____) _____

City: _____ State: _____ Zip: _____

Temporary Custody Agreement Return Receipt

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 Society to Depositor, normal wear and tear excepted.

Shipped (date): _____ Shipped by: _____
(Society Representative)

Return Receipt

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

Received (date): _____ Received by: _____
(Depositor)

CHANGE LOG:

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