



CENTER *of*
SOUTHWEST
STUDIES
FORT LEWIS COLLEGE

1000 Rim Drive Durango CO 81301

Tel: 970.247.7456

<http://swcenter.fortlewis.edu/>

LOAN TO CENTER OF SOUTHWEST STUDIES AGREEMENT

Name of Lender: _____

Address: _____

Phone: _____ **Email:** _____

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

Purpose:

Description of objects (please include size, weight, and report of condition, and insurance value for each item; attach a recent photo if possible):

Insurance: (see conditions on reverse) [] insurance waived [] to be carried by Museum
[] to be carried by Lender: estimated premium charge \$ _____

Packing and Shipping:

Objects to be packed by: _____

To be shipped from: (address and contact) _____

To arrive no later than: (date & method of transport) _____

To be returned to above address (date & method of transport) _____

Credit Line (for exhibition label and catalog): _____

Special Requirements for handling, installation, etc.:

(Agreement continued on reverse side)

CONDITIONS GOVERNING LOANS

Care, Preservation & Exhibitions

1. The Center will give to item(s) borrowed the same care as it does comparable property of its own. The Lender and the Center understand that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible.
2. Evidence of damage at the time of receipt or while in the Center's custody will be reported immediately to the Lender. The Lender will be requested to provide written authorization for any alteration, restoration or repair. The Center may examine item(s) by all scientific methods.
3. The Center retains the right to determine when, if and for how long items borrowed will be exhibited. The Center retains the right to cancel the loan upon reasonable notice to the Lender.

Transportation and Packing

1. The Lender certifies that the item(s) lent are in such condition as to withstand ordinary strains of packing and transportation and handling. The Lender must send to the Center a written report of the condition of the item(s) prior to shipment. Otherwise, it will be assumed that item(s) are received in the same condition as when leaving the Lender's possession. Condition records, which may include photographs, will be made at the Center on arrival and departure.
2. Both parties must agree upon the method of shipment. The Lender will assure that said item(s) are adequately and securely packed for the type of shipment agreed upon. Item(s) will be returned packed in the same or similar materials as received unless otherwise authorized by the Lender.

Insurance

1. Item(s) will be insured for the amount specified herein by the Center under its standard policy subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin or inherent vice, conservation or restoration, hostile or warlike action, insurrection, rebellion, etc.; nuclear reaction, nuclear radiation or radioactive contamination. Insurance will be placed in the amount specified by the Lender herein, which must reflect fair market value. If the Lender fails to indicate an amount, the Center, with the implied concurrence of the Lender, will set a value only for purposes of insurance for the period of the loan. Said value cannot be construed as an appraisal.
2. If the Lender elects to maintain his own insurance coverage, then the Center must be supplied with a certificate of insurance naming the Center as an additional insured or waiving rights of subrogation. Failure to provide this certificate shall constitute a waiver of insurance by the Lender (see No. 4 below). The Center 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.
3. If the Lender waives insurance, this waiver shall constitute the agreement of the Lender to release and hold harmless the Center from any liability for damages to or loss of the loan property.
4. The amount payable by insurance secured in accordance with this loan agreement is the sole recovery available to the Lender from the Center in the event of loss or damage. Any recovery for depreciation or loss of value shall be calculated as a percentage of the insured value specified by the Lender in the agreement.

Reproduction and Credit

The Center may photograph or reproduce the item(s) lent for educational, catalog and publicity purposes. Whether individual credit lines are provided for items on exhibition or used for publicity is at the discretion of the Center.

Changes in Ownership and/or Address

It is the responsibility of the Lender to notify the Center in writing if there is any change in ownership of the item(s) or if there is a change in the identity or address of the Lender. The Center assumes no responsibility to search for a Lender or owner who cannot be reached at the address of record.

Return of Loans

1. Pursuant to Colorado Revised Statute (CRS) section 38-14-106, the Lender is herein informed of the provisions of CRS section “38-14-103: Limitations on recovery of loaned property. (1) Subject to the contrary terms of any written agreement, no action may be brought for damages or the recovery of any loaned property when: (a) Seven years have passed without written contact between the museum and the lender and the lender’s identity or current address is unknown to the museum; or (b) More than one hundred twenty days have passed since a museum has given written notice of termination of a loan pursuant to section 38-14-104 and the lender has not reclaimed the loaned property; except that no lender shall be prejudiced in this regard for want of reasonable cooperation from the museum holding his loaned property.”
2. The 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 three years.

This agreement shall be construed in accordance with the law of the State of Colorado.

THIS PORTION IS SIGNED WHEN THE CENTER RECEIVES THE LOAN:

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

Loaned to the Center by: _____ Date: _____
(Lender)

Loan received by: _____ Date: _____
(Name and title of authorized representative of Center of Southwest Studies)

THIS PORTION IS SIGNED WHEN THE CENTER RETURNS THE LOAN TO LENDER:

Loan received back by: _____ Date: _____
(Lender)

Returned by: _____ Date: _____
(Name and title of authorized representative of Center of Southwest Studies)