



**INCOMING LOAN AGREEMENT
HARRY P. WEBER UNIVERSITY ARCHIVES
& FLORIDA TECH SPECIAL COLLECTIONS**

TERMS AND CONDITIONS

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

In consideration of the mutual arrangements and obligations set forth herein, the University Archives/Evans Library in accord with the Florida Institute of Technology and the lender agree to the following terms and conditions:

POLICY

This agreement form is to be used when objects are loaned to the University Archives/Evans Library for purposes such as temporary exhibit or research. This agreement covers all the terms and conditions of the loan unless specifically stated otherwise.

CARE, PRESERVATION, AND EXHIBITION

1. Evans Library (Borrower) will give borrowed items the same care as it does its own. Precautions will be taken to protect items from fire, theft, mishandling, dirt and insects, extremes of light, temperature, humidity and other environmental factors while in the Borrower's custody.
2. Evidence of damage at the time of receiving or while in Evans Library's custody will be reported immediately to the Lender through the use of a Condition Report. A second Condition Report will be issued prior to the return of the objects.
3. No alteration, restoration, or repair of loaned items will be undertaken without the written authorization and approval of the Lender.
4. Evans Library retains the right to determine when, where, and how long objects borrowed will be exhibited. The Lender retains the right to cancel the loan upon reasonable notice to the Borrower and Evans Library will return the work promptly to the Lender.

TRANSPORTATION AND PACKING

1. The Lender certifies that the items lent are in such condition as to withstand strains caused by packing and transportation and are packed in a professional and careful manner so as to not cause damage to the items. A written report of the condition of the items prior to shipment must be sent by the Lender; otherwise, it will be assumed that the items are received in the same condition as when leaving the Lender's possession. Condition Reports will be made by Evans Library on arrival and departure of the items.
2. The method of shipment (to and from) must be agreed upon by both parties.
3. If the Lender has any special instructions regarding the unpacking and packing of loaned objects by the Borrower, they must specify; otherwise, Evans Library will implement its own professional standards when returning the objects. All packing materials and boxes will be stored by the Evans Library for the duration of the exhibition period and returned in the same fashion by which it was shipped.

REPRODUCTION

1. The loan items may be photographed by Evans Library and the Florida Institute of Technology for educational, catalog, and publicity related print. It is understood that objects on exhibit MAY BE photographed by the general public, with exception to flash photography.

CHANGE IN OWNERSHIP OR ADDRESS

1. It is the responsibility of the Lender to notify Evans Library if there is any transfer in ownership of the items or a change of address of the Lender.

INSURANCE

1. Florida Institute of Technology insures incoming loans while on the premises (wall-to-wall) under its non-owned fine arts insurance policy. In event of damage and possible insurance claims, the Lender must notify Evans Library within 30 days of return of the borrowed materials. The amount specified by the Lender must reflect fair market value and



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failure to indicate a value constitutes Lender's authorization to the Florida Institute of Technology to set a value for purposes of insurance. Said value is not to be considered an appraisal.

2. If the Lender elects to maintain their own insurance coverage, the Library must be supplied with a Certificate of Insurance prior to shipping. If the Lender fails to provide said certificate, the failure shall constitute a waiver of insurance by the Lender. Evans Library shall not be responsible for any error or deficiency in information furnished by the Lender or for any lapses in such coverage.
3. If the Lender elects to waive insurance, this waiver shall constitute the agreement of the Lender to release and hold harmless the Florida Institute of Technology and its representatives.
4. The amount payable by insurance secured in accordance with this agreement and the Florida Institute of Technology is the sole recovery available to the Lender in the event of loss or damage.

RETURN OF LOANS

1. Unless otherwise changed and agreed upon in writing, a loan terminates on the date specified on the Incoming Loan Form. Prior to termination of the loan, the Lender and the Borrower must make contact to arrange for the return of the objects.

Loan Number: _____ Date: _____

Loan agreement by and between University Archives/Evans Library of Florida Institute of Technology, and:

Lender: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Loan Purpose: _____

Exhibition dates: _____ Loan dates: _____

Location of the objects while on loan: _____

Contact: _____

Telephone Number: _____ E-mail: _____

DESCRIPTION (include the condition of the item)	INSURANCE VALUE

DELIVERY: Delivery arrangements below will be followed unless changed in writing following approval from both parties:



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Objects will be delivered from:

Lender: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Objects will be delivered to:

University Archivist
University Archives/Evans Library
Florida Institute of Technology
150 West University Blvd.
Melbourne, FL, 32901-6975

I have read and agree to the above conditions:

LENDER:

Print Name, Title Signature

DATE: _____

Co-LENDER:

Print Name, Title Signature

DATE: _____

BORROWER: University Archives/ Evans Library, Florida Institute of Technology

BORROWER

Print Name, Title Signature

DATE: _____

WITNESS

Print Name, Title Signature

DATE: _____