

## INWARD LOAN AGREEMENT

LOAN No: 2000/62

FILE No: 00/195

LENDER(S): Mr Joe Citizen

23 Every Street

ANYTOWN NSW 2564

LOAN START DATE: 10 May 2010

LOAN FINISH DATE: 10 May 2012

DESCRIPTION OF OBJECTS: See attached schedule

CONSERVATION<sup>1</sup> (Mark 'NO' if not permitted) May the Museum carry out a minimal amount of conservation treatment if necessary [The lender would be advised beforehand of the work to be carried out]. Yes .... No ....

COPYRIGHT OWNER

Copyright owner's name: .....

Address: .....

The Lender has agreed to loan to the Museum the object(s) described on the basis detailed in the Agreement and on the terms and conditions attached.

The Museum has agreed to accept the object(s) on loan to it on the basis detailed in the Agreement and on the terms and conditions attached.

Lender's Signature(s):..... Date:.....

X Museum, Manager, Registration:..... Date:.....

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<sup>1</sup> The question relating to conservation should not be in this part of the agreement. It would be more appropriate in the Description of Objects annexure where all the variable details are set out.

**Inward Loan no. 2010/62**

For xyz Exhibition

**Loan Schedule**

<b>Description</b>	<b>Value</b>
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1.	\$
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<b>TOTAL</b>	<b>\$</b>
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**CONDITIONS OF INWARD LOAN**

The Lender nominated above agrees to lend the Object listed above ('the Object') for the purposes identified above to the Museum a body corporate established by the ## Museum Act ('the Museum') in accordance with the conditions ('the conditions') of loan printed on the back of this Agreement. Where more than one Object is listed above, this Agreement applies to each of those Objects.

**Costs**

1. Unless the Lender states otherwise in writing, the Museum shall meet all reasonable costs associated with the shipping of the Object.

**Shipment of Object to Museum**

2. (a) Unless the Museum states otherwise in writing, the Lender shall pack the Object and undertake shipping or courier arrangements for delivery of the Object to the Museum. Prior to dispatch of the Object, the Museum and the Lender

shall agree on the method of shipment which is to be confirmed on dispatch.

- (b) If the Lender ships the Object the Lender shall warrant to the Museum that the Object is adequately and securely packed by professional packing staff for the method of shipment agreed upon, including any special instructions for unpacking and repacking.
- (c) The Lender shall arrange for all necessary international customs clearances in relation to the Object imported/exported, except for Australian customs clearances and shall provide the Museum with copies of all necessary customs clearance documentation.
- (d) The Museum shall arrange all necessary Australian customs clearances in relation to the Object imported/exported.

#### **Damage to Object**

- 3. (a) The Museum shall report any damage or loss immediately to the Lender. Photographic documentation of damage will be undertaken by the Museum.
- (b) Where in the opinion of the Museum, the Object may be damaged by infestation, the Object may be fumigated at the discretion of the Museum.

#### **Purpose of Loan**

- 4. (a) The Museum may, at its discretion, display the Object at such places as the Museum considers will be suitable having regard to the necessity to properly preserve the Object.
- (b) Should the Museum wish to include the Object as part of a touring exhibition or to loan the Object to other museums this shall be indicated on the front of this Agreement, or the Museum shall obtain the written agreement of the Lender.
- (c) The Museum is not obligated to display the Object for the whole of the term of this Agreement.

### **Period of Loan**

5. (a) Subject to these conditions, the Object shall continue on loan to the Museum until the date specified under the heading 'Period of Loan' on the front of this Agreement.  
  
(b) The period of loan may be extended or reduced by further agreement in writing between the Museum and the Lender.

### **Insurance**

6. The Museum will insure the interests of both the Lender and the Museum in the Object from the time the Museum or its agent takes possession of the Object against loss or damage, until the Object is either returned to the Lender (or dealt with in accordance with Clause 16(a) of this Agreement) under an all risks, wall-to-wall insurance policy of the Museum, with terms as similar as possible to the terms of policies taken out by the Museum in respect of Objects deposited with it and subject to the exclusions usually applying to such policies.
7. (a) The Object shall initially be insured for the value specified under the heading 'Value' on the Schedule to this Agreement. The valuation specified by the Lender shall reflect the fair market value of the Object. If the Lender fails to specify an amount under the Valuation heading, the Museum shall set an estimated value for the purposes of insurance for the period of the loan.  
  
(b) When the Museum nominates a value in accordance with paragraph 7(a), the value is not to be construed as an appraisal by the Museum.  
  
(c) Where the loan period exceeds twelve months, the Lender shall notify the Museum if the nominated insurance value is to be changed. Any such change to the nominated insurance value shall reflect the fair market value of the Object.

8. If insurance is waived by the Lender, this waiver shall constitute the agreement of the Lender to release and hold harmless the Museum from any liability for damages to or loss of the Object whether due to the negligence of the Museum, or any other cause whatsoever.
9. In the event of loss or damage to the Object the liability of the Museum to the Lender shall not exceed the amount recoverable to the Museum by its insurers under the insurance policy effected by the Museum in accordance with clause 6.

### **Conservation**

- 10.(a) Unless otherwise indicated by the Lender under the heading 'Conservation' on the front of this Agreement, the Museum will request the Lender to provide written authorisation for any alteration, restoration or repair of the Object. The Museum for its own purposes, may examine the Object by modern scientific methods.
  - (b) During the period of the loan the Museum will, subject to paragraph 10(a), maintain the Object in good order and repair having regard to their condition at the commencement of the loan.
- 11.(a) Condition records will be made by the Museum on arrival and departure. The Museum will provide the Lender with a report on the condition of the Object if requested to do so in writing by the Lender.

### **Credit**

12. Unless otherwise indicated on the front of this Agreement, the Museum will acknowledge the Lender in any publicity or in relation to any reproduction or photographs of the Object.

### **Copyright and Reproduction**

13. Subject to the Museum obtaining the necessary copyright consent (if any), the Museum may reproduce and photograph the Object for publicity, loan, sale or educational purposes.

14. If the Lender is the owner of the copyright in the Object, the Lender agrees that the Object on exhibition to the public may be subject to photography by the public, using existing ambient lighting.

#### **Return of Object to Lender**

15. (a) At the end of the period of loan, the Museum shall return the Object to the Lender at the address specified in this Agreement.

(b) The Object(s) will be returned to the Lender in their original container, unless other arrangements are made with the Museum in writing.

16. (a) If the Museum, having made all reasonable efforts to return the Object, is unable to return the Object within six months of the termination of the loan, the Museum may place the Object in storage with any warehouse company for the account and risk of the Lender or may retain possession and charge storage fees at the rates quoted by any such warehouse company and carry insurance on the Object also at the cost of the Lender.

(b) The Museum shall have a lien against the Object and any other objects loaned under separate arrangements by the Lender to the Museum for any storage fees and insurance costs incurred in accordance with sub-clause 16(a).

#### **Applicable Law**

17. The law applicable to this Agreement shall be the law of Australia and the courts of Australia shall have exclusive jurisdiction.