

***National Museum of American History Agreement for Outgoing Loan***

**1. NMAH Outgoing Loan # [number]**

**Date:**

**Borrower:**

*Address*

*Borrower Contact Name/Title*

*E-mail*

*Telephone Number*

**NMAH Collecting Division/Curator:**

In accordance with the *Conditions* and *Special Exhibition Requirements* printed on the reverse, the objects listed below (the “Loan”) are lent for the following purposes only:

**Loan period:** *(Approximate time objects leave NMAH until return receipt)*

Location(s) of object(s) while on loan:

**2. Description of collections**

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Accession #	Catalog #	Description of Objects	Insurance Value
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***PLEASE READ CONDITIONS AND SPECIAL EXHIBITION REQUIREMENTS AND SIGN at bottom of document***

***Mailing Address***

Smithsonian Institution  
PO Box 37012  
National Museum of American History  
Room 1230, MRC 667  
Washington, DC 20013-7012

***Street/Delivery Address***

12th Street at Constitution Avenue NW  
Washington, DC 20560  
  
NMAHLoanProgram@si.edu  
Telephone # 202-633-3879

**3. Conditions of the Loan**

The Borrower agrees to meet the following general conditions of the loan plus the special requirements for installation, display, and handling as noted in section 4 *Special Exhibition Requirements*.

**Object Care and Protection:**

1. Objects borrowed from the collections of the Smithsonian's National Museum of American History (NMAH) will be given special care at all times to insure against loss, damage, or deterioration. Objects must be maintained in a building equipped to protect objects from fire, smoke, or flood damage; under 24-hour physical and/or electronic security; under 24-hour monitored fire protection; and protected from extreme temperatures and humidity, excessive light, and from insects, vermin, dirt, or other environmental hazards.
2. NMAH objects will be displayed inside limited access exhibit galleries dedicated solely to the exhibition. Objects will not be displayed in lobbies, hallways, foyers, commercial spaces, or multiple use spaces.
3. Objects will be unpacked, handled, installed, de-installed, and repacked only by experienced professional museum object handlers and will be secured from damage and theft by appropriate brackets, railings, display cases, or other responsible means.
4. NMAH will review and approve mounting, bracketing, exhibit case materials, and display designs for the objects before the objects are installed. Objects will be displayed using the methods and materials approved by NMAH.
5. No food or drink is allowed in exhibition spaces where NMAH objects are on display or in areas where NMAH objects are staged, processed, packed, unpacked, or stored.
6. A daily visual check of the exhibition space will be carried out wherever NMAH objects are present. Any changes in the status or condition of the objects will be brought promptly to the attention of the NMAH Loan Program Manager.
7. Upon receipt and prior to return of the objects, the Borrower must make a written record of object condition, which will include photographs. The NMAH Loan Program Manager will be notified immediately if damage or loss has occurred. Borrower must promptly follow this notification with a full written report and photographs.
8. No object may be altered, cleaned, treated, restored, or repaired without prior written permission from NMAH.
9. NMAH objects are lent to the borrower for the stated purpose only. Objects will not be loaned to any third party, removed from exhibit, placed in storage, taken to any offsite facility, or used for any other purpose without prior written permission from the NMAH Loan Program Manager.
10. Newly constructed and/or painted exhibit cases, exhibitry and gallery wall surfaces will off-gas for a minimum of 28 days prior to installation of objects.
11. NMAH may require an inspection and approval of the facility and/or the actual installation by a member of its staff as a condition of the loan, at the expense of the Borrower.

## **Insurance**

12. Objects shall be insured during the period of this loan for the value stated in Section 2. *Description of Collections* of this agreement under an "all-risk", wall-to-wall policy subject only to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin or inherent vice; repairing,

restoration, or retouching process; hostile or warlike action, insurrection, rebellion, etc.; nuclear reaction, nuclear radiation, or radioactive contamination.

13. If the insurance is to be carried by the Smithsonian Institution, with premium billed to Borrower, this agreement will act as proof of, or as a certificate of “all-risk”, wall-to-wall insurance coverage subject to the above-listed standard exclusions.

14. If the Borrower carries insurance, then the Borrower hereby warrants that the required coverage as described above will be secured and maintained and that the Smithsonian Institution will be named as additional insured. NMAH may request documentary evidence of coverage such as a copy of the policy or a certificate of insurance. If the Borrower fails to secure and maintain said insurance, the Borrower will, nevertheless, be required to respond financially in case of loss or damage as if said insurance were in effect.

15. Any inaction by NMAH regarding evidence of coverage shall not be deemed a waiver.

16. Insurance values may be reviewed periodically and NMAH reserves the right to increase coverage. In the event of loss or damage, the Borrower’s maximum liability will be based upon the agreed value in effect.

### **Packing and Transportation**

17. Packing and transportation will be by methods approved in advance by NMAH. Unpacking and repacking must be done by experienced personnel under competent supervision. Repacking must be done with the same or similar materials and boxes, and by the same methods as the objects were received. Any additional instructions stipulated by NMAH will be followed.

18. Government regulations will be adhered to in international shipments. As a rule, the Borrower is responsible for adhering to its country’s import/export requirements and the Lender is responsible for adhering to its country’s import/export requirements.

### **Credit and Reproduction**

19. Unless otherwise agreed in writing, no reproductions, photography, and/or filming of NMAH objects are permitted except photographs taken by the visiting public for personal use and photographs taken to document object condition.

20. The borrower will credit NMAH as the lender of the objects with the following credit line:

Smithsonian’s National Museum of American History

This credit line will be used in exhibition labels. Any other proposed uses of the NMAH or Smithsonian Institution (SI) names and/or reproductions/photographs of NMAH objects require prior written permission from NMAH.

21. Other than as expressly authorized in this agreement, any use of or mention of the NMAH or SI names and/or reproductions/photographs of NMAH objects in any medium (print, web, film, radio, television, or any other media) requires prior written permission from the NMAH Office of Communication and Marketing.

22. Borrower will not use NMAH collections or the Smithsonian Institution and/or NMAH names for commercial gain, marketing, self-promotion, or fundraising activities.

### **Costs**

23. Borrower is responsible for all the direct costs of the loan which may include: conservation surveys, conservation treatment, exhibit preparation, framing, bracketing, mounting, handling, rigging, crating, packing, shipping, courier travel, staff travel for facility or exhibit inspections, customs, insurance coverage, and any other loan-related costs identified and required by NMAH.

### **Return/Extension/Cancellation**

24. Objects lent must be returned to NMAH in satisfactory condition by the stated termination date. Any extension of the loan period must be approved in writing by the NMAH Loan Program Manager and covered by parallel extension of the insurance coverage.

25. NMAH reserves the right to recall objects from loan on short notice, if necessary. Furthermore, NMAH reserves the right to cancel this loan for good cause at any time, and will make every effort to give reasonable notice thereof.

### **Conditions and amendments to this agreement.**

26. The Borrower understands and agrees that final *Special Exhibition Requirements* are contingent upon a Preservation Survey conducted by NMAH conservation staff.

27. Resulting amendments or changes to these Special Exhibition Requirements will be documented and approved through an agreed amendment to Section 4 *Special Exhibition Requirements*.

28. Fulfillment and delivery of the Loan is subject to the satisfactory completion of all conditions and requirements as determined by the NMAH.

### **Interpretation**

29. In the event of any conflict between this agreement and any forms of the Borrower, the terms of this agreement shall be controlling.

30. In the event of any conflict between stipulations outlined in Section 3. *Conditions* and Section 4. *Special Exhibition Requirements*, the terms of Section 4. *Special Exhibition Requirements* shall be controlling.

31. This agreement shall be construed in accordance with applicable Federal law and the law of the District of Columbia.

## 4. SPECIAL EXHIBITION REQUIREMENTS

### **BORROWING INSTITUTION: NMAH LOAN # [loan number]**

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The Borrower agrees to all conditions and requirements listed below. The Borrower understands and agrees that final exhibition requirements are contingent upon a Preservation Survey conducted by NMAH conservation staff. Resulting amendments or changes to these Special Exhibition Requirements will be documented and approved through an agreed amendment to Section 4 *Special Exhibition Requirements*. Fulfillment and delivery of the Loan is subject to the satisfactory completion of all conditions and requirements as determined by NMAH.

### **INSURANCE**

- Insurance coverage provided under the Smithsonian's policy with premium billed to the Borrower.
- Insurance coverage provided under the Borrower's policy. Borrower will provide a certificate of insurance listing the objects with their values as indicated in Section 2. *Description of Collections* above and naming the Smithsonian Institution as additional insured or **loss payee**.

### **PACKING/SHIPPING**

Loan will be packed by: [packer]

- Loan will be transported via [shipper] to the address in Section 1. *NMAH Outgoing Loan*
- Shipment will acclimatize for at least 48 hours in a climate-controlled, secure collections storage area at the Borrower's venue prior to unpacking.
- Crates, boxes, and all packing materials will be stored on site at the borrower's venue in a climate controlled, secure storage space which is free of pests.
- Outgoing shipment will be via: [fine arts shipper]
- Return of the Loan will be via: [fine arts shipper] (*Contact NMAH Outgoing Loan Office prior to return*)

### **HANDLING**

- Object handlers will wear archival plastic or latex gloves when handling the object.
- Objects will be handled, installed and deinstalled only by NMAH staff.
- Objects will be handled only by conservators.

### **DISPLAY**

- NMAH objects will be displayed inside fully-enclosed exhibit cases that lock or are secured with security hardware.
- The exhibit cases will be alarmed and the alarms will directly connect into the borrower's central security system which is monitored 24/7.
- Encapsulated objects will not be removed from the encapsulations.
- Framed objects will not be removed from the frames.
- Framed objects will be hung using security hardware (the security hardware provided by NMAH.)
- Mounted objects will not be removed from the mounts.
- Large objects displayed on open platforms will be protected by rigid barriers which create at least 4 feet of space between the visitors and the objects on all sides accessible to visitors.
- Objects will be displayed on the mounts provided by NMAH.
- Objects will be displayed using the brackets approved (or provided) by NMAH.
- Costumes will be displayed on the mounts provided by NMAH.
- No reproductions, photography, and/or filming of NMAH objects are permitted except photographs taken to document object condition.

- Objects will be protected from the case deck and/or display platform with a Mylar barrier placed between the objects and the display surface at all point of contact.
- All brackets must be padded.
- Security staff will be present in the exhibit gallery during public hours and at all times when visitors are in the gallery. The exhibit gallery will be monitored 24/7 by security staff.

**ENVIRONMENTAL CONDITIONS / LIGHT LEVELS**

- Environmental conditions will be stable and will be maintained within the following ranges:

Temperature: 70° F ± 4° F

Relative Humidity: 45% ± 8%

- If required environmental conditions cannot be maintained in the exhibition galleries, the exhibit cases must have silica gel buffering capability.
- Light levels will not exceed XXX foot candles.
- Light levels will be set below the maximum allowable footcandle level if possible and lights will be turned off during non-public hours to minimize light exposure on the objects. Lighting on all NMAH objects must be even with no shadows created by other objects or by exhibitry.
- No natural light will fall on the objects.
- The exhibit gallery will have no windows or all windows will be shaded or blocked.
- Ultraviolet radiation levels will not exceed 60 μW/lumen.
- Exhibit cases will not be internally lit.

**I have read and agree to the above *Conditions of the Loan* and the *Special Exhibition Requirements* and certify that I am authorized by the borrowing institution to agree thereto.**

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

Signed: \_\_\_\_\_  
(Borrower's Authorized Agent)

Print Name: \_\_\_\_\_

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

**Approved for the National Museum of American History:**

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

Signed: \_\_\_\_\_

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

**Sign and return TWO copies**

**SMITHSONIAN'S NATIONAL MUSEUM OF AMERICAN HISTORY**

**Amendment to the Loan Agreement.**

This is amending NMAH loan agreement, [loan number] between the National Museum of American History and the [borrower], signed on the [agreement date].

[Amended section] of the Special Exhibition Requirements of outgoing loan [number] are amended as follows:

[Specify section and language]

All other terms and conditions of loan [number] hereby remain in force and effect as agreed on [agreement date.]

I have read and agree to the above *Amendment to the Loan Agreement* and certify that I am authorized by the borrowing institution to agree thereto.

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

Signed: \_\_\_\_\_  
(Borrower's Authorized Agent)

Print Name: \_\_\_\_\_

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

**Approved for the National Museum of American History:**

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

Signed: \_\_\_\_\_

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

**Sign and return TWO copies**