

DEED OF GIFT

Museum of the Coastal Bend
The Victoria College
2200 E. Red River, Victoria, TX 77901
361-582-2511 www.museumofthecoastalbend.org

I, _____, the undersigned, hereby unconditionally and transfer and assign to the Museum of the Coastal Bend, The Victoria College, by way of gift, all right, title, and interest (including all copyright and trademark and related interest), in, to, and associated with the object(s) listed below and on any attached, signed pages. I/We affirm that I/We own said object(s) and that I/We have good and complete right, title and interest (included all transferred copyright, trademark and related interest) to give. I/We also certify that I am/we are the only legal and lawful owner(s) of the item(s) listed below or on the attached pages, and have sole authority to make this gift. To the best of my/ our belief, this gift is free and clear of all encumbrances. I/We waive all present and future right, title, and interest in the listed item(s). I/We acknowledge that the Museum will use these in the manner that is in the best interest of the Museum in accordance with the Museum of the Coastal Bend Collections Management Policy.

Donor(s):

Address:

Phone:

Items received:

I/We wish that the gift be identified in the Museum's records as:

Gift of/From the collection of:

Date: _____ Signature of Donor: _____

Accession number	Item(s)	Description
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No. of attached pages: 0 Photos Attached: _____ B&W/Slide/Digital/Other _____

Accepted on behalf of the Museum of the Coastal Bend, The Victoria College, by:

Signature of Authorized Museum Representative : _____
Date: _____

Tax receipt required: _____ Detailed invoice requested: _____ No. of Pages: _____ Completed: _____ Date: _____

MUSEUM OF THE COASTAL BEND

INCOMING LOAN AGREEMENT

Date:

Loan Number:

Exhibition/ Purpose:

Lender ID #:

Loan Period Start Date _____ End Date _____

Exhibition/ Project Dates:

LENDER NAME AND ADDRESS

Lender Name:

Street:

City, State, Zip Code:

Contact:

Telephone:

Fax#:

E-Mail Address:

Object/ Title:

Attach inventory if necessary.

Credit Line:

Photography: Unless otherwise notified in writing by the Lender, The Museum of the Coastal Bend may photograph or otherwise record the object(s) lent for the purposes of records, education or publicity.

Insurance: Please read insurance conditions on attached pages and indicate your selection below.

- Insurance to be carried by borrower
(Museum of the Coastal Bend, The Victoria College)
 Insurance to be carried by the Lender
 Other

Valuation (as established by Lender in U.S. currency): \$ _____. For multiple loan objects, include the total aggregate value on this line and separately value each object on an attached list. The Museum of the Coastal Bend liability is limited to the amount on this line, regardless of the value of individual items.

SPECIAL HANDLING INSTRUCTIONS: The Museum of the Coastal Bend assumes all pre-arranged costs of packing and transportation. The Director will contact the Lender regarding shipping arrangements, to be agreed upon by both Lender and the Museum of the Coastal Bend.

Method of Shipment:

Shipment will arrive no later than: _____

Special instructions, if any:

Signature below indicates that the conditions of the loan as stated above and on this and the following pages are accepted.

Lender

_____ Date: _____

By signing the Loan Agreement, the Lender certifies that he/she is the legal owner or authorized agent of the legal owner of the described property.

Authorized Museum Representative

_____ Date: _____

Title _____

Museum of the Coastal Bend
The Victoria College
2200 E. Red River, Victoria, TX 77901
Phone 361/582-2511 Fax 361/582-2437
www.museumofthecoastalbend.org



CONDITIONS OF LOAN

CARE AND PRESERVATION

1. If damage or deterioration is noted, the Lender will be notified promptly. Should damage occur in transit, the carrier will also be notified and all packing materials saved for inspection. Any damage occurring in transit during the return of object(s) to the Lender should be reported immediately to the Museum of the Coastal Bend at The Victoria College (hereafter referred to as MCB) and the carrier.
2. Other than the routine removal of dust or other museum-quality routine care, the MCB will not clean, repair, restore, or otherwise alter the object(s) without the Lender's written permission.
3. A written report of condition of object(s) prior to shipment must be sent by the Lender to MCB. Otherwise, it will be assumed that the object(s) are received in the same condition as when leaving the Lender's possession. Condition reports will be made at the MCB on arrival and departure of loan.

TRANSPORTATION AND PACKING

1. The Lender certifies that the object(s) lent are in good condition and able to withstand the ordinary strains of packing, shipping, and handling. The Lender will assure that the object(s) lent is adequately and securely packed for the type of shipment agreed upon, including any special instructions for unpacking and re-packing. The object(s) will be returned packed in the same or similar materials as received unless otherwise authorized by the Lender.
2. Costs of pre-arranged transportation and packing, including return transportation, will be borne by the MCB. Costs of customs formalities in the case of international shipments will be arranged on a case-by-case basis with the Lender. Government regulations will be adhered to in international shipments. As a rule, the Lender is responsible for adhering to its country's import/export requirements and the Borrower is responsible for adhering to its country's import/export requirements.

INSURANCE

1. Unless the Lender expressly elects to maintain his/her own insurance, MCB will insure this loan under the terms of its insurance policy, for the amount indicated on this loan agreement, against all risks of physical loss or damage from any external cause while in transit and on location during the period of the loan. The policy referred to contains the usual exclusions of "all-risks" policies.
2. The insurance value provided by the Lender must reflect the fair market value at the time of the loan. If the Lender fails to indicate an amount, MCB will set a value for purposes of insurance for the period of the loan. Said value is not to be considered an appraisal. The amount payable by this insurance is the sole recovery available to the Lender in the event of loss or damage, hereby releasing the borrower and any of their employees, agents, officers, volunteers, and directors from any and all liability for any claims arising out of such damage or loss to the extent not covered by such insurance.
3. If the Lender elects to maintain his/her own insurance coverage, then prior to shipping, the MCB must be supplied with a Certificate of Insurance naming the MCB as additional insured or waiving rights of subrogation. If the Lender fails to provide said certificate, this failure shall constitute a waiver of insurance by the Lender. The MCB 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.

Lender Initials _____

Date _____

Insurance (continued)

4. In the case of long-term loans, the Lender is responsible for updating insurance valuations.
5. If insurance is waived by the Lender, this waiver shall constitute the agreement of the Lender to release and hold harmless the Museum of the Coastal Bend from any liability for damage to or loss of the object(s) lent.
6. This loan agreement shall act as a Certificate of Insurance naming the Lender as an additional insured if the insurance is carried by the MCB.

Reproduction and Credit

1. Unless otherwise notified in writing by the Lender, the MCB may photograph, telecast, or reproduce photographs of the object(s) lent for educational purposes.
2. It is understood that, unless otherwise notified in writing by the Lender, an object on exhibition may be photographed by the general public without the use of flash or tripod.
3. Unless otherwise instructed in writing, the MCB will give credit to the Lender as specified on the face of this agreement in any publications.

Ownership and Address Change

1. **By signing the Loan Agreement, the Lender certifies that he/she is the legal owner or authorized agent of the legal owner of the described property.** It is incumbent upon the Lender to notify the MCB in writing of any address change.
2. In case of change of legal ownership during the period of the loan, the new owner is required to establish his/her legal right under this agreement, and the person to whom ownership is transferred takes ownership subject to the MCB's rights under this agreement.

Return of Loan

1. The MCB will release a borrowed object(s) only to the Lender or to a representative of the Lender identified by the Lender in an acknowledged instrument.
2. Unless otherwise agreed to in writing, the loan will terminate on the date specified in the loan agreement. The first date of the loan period identified on the first page of this loan agreement is the approximate date on which the object(s) are to be shipped to the MCB. The final day of the loan period is the last day on which the MCB will display the object(s). The MCB will promptly pack and return ship the object(s) after the expiration of the loan period.
3. Borrower/Lender have the right to return/recall this loan by written notification at any time for any reason, and is not liable for any consequential damages resulting from such action. Borrower/Lender have ten working days to comply to written notification.
4. If the Museum's effort to return the borrowed object(s) is unsuccessful as per Museum's Collections Management Policy, then at the end of five years following the expiration date of the loan, the museum reserves the right to treat the loan property as a gift and claim title through established Museum procedures.

Lender Initials ____

Date ____

MUSEUM OF THE COASTAL BEND

2200 East Red River, Victoria, Texas 77901
Phone: 361-582-2511 Fax: 361-582-2437

OUTGOING LOAN AGREEMENT

AGREEMENT The Museum of the Coastal Bend hereby lends to the borrower identified below the object(s) described herein for the purposes and subject to the terms and conditions set forth

BORROWER

Borrower:
Address:
Telephone: FAX:
Contact: Title:

OBJECT

Accession Number:
Object/Title:
Credit Line:

PURPOSE

Exhibition
Exhibition Title:
Venue(s) and Date(s):
 Research
 Conservation/preservation
 Other:

INSURANCE

Insurance value (in U.S. dollars):
 To be carried by borrower
 To be carried by the Museum of the Coastal Bend

**SHIPPING/
PACKING**

Unless otherwise specified, all objects will be released from and returned to: The Museum of the Coastal Bend, Victoria College, 2200 East Red River Street, Victoria, TX 77901

SIGNATURE

The borrower acknowledges that he/she has full authority and power to enter into this agreement, that he/she has read the conditions above and on the back of this form and that he/she agrees to be bound by them.

Signature:
Borrower

Date:

Signature:
Authorized Museum Representative

Date:

Title:



MUSEUM OF THE COASTAL BEND

CONDITIONS OF OUTGOING LOAN

CARE AND PRESERVATION

Objects borrowed shall be given proper care to insure against loss, damage or deterioration. The borrower agrees to meet any special requirements for installation and handling. The Museum of the Coastal Bend (the "Museum") certifies that the objects lent are in condition to withstand ordinary strains of packing, transportation, and handling. The Museum is to be notified immediately, followed by a full written and photographic report, if damage or loss is discovered. If damage occurred in transit, the borrower will also notify the carrier and will save all packing materials for inspection. No object may be altered, cleaned, repaired or fumigated without the written permission of the Museum, nor may framing, matting, mounting or glazing be changed without written permission; nor may objects be examined by scientific methods without written permission. Objects must be maintained under 24-hour physical and/or electronic security and protected from unusual temperatures and humidity; excessive light and from insects, vermin, dirt or other environmental hazards. Objects will be handled only by experienced personnel.

TRANSPORTATION AND PACKING

Packing and transportation arrangements for the loan must be approved by the Museum. The borrower agrees to meet any special requirements for packing and shipping. Shipping requirements include: dual drivers, air-ride and climate control truck, last on/first off, direct non-stop delivery, or exclusive use shipping. At no time should the truck be left unattended. Experienced personnel must perform unpacking and repacking. Repacking must be done with either original or similar materials and boxes and by the same methods as the object was received.

INSURANCE

Objects shall be insured at the borrower's expense for the value stated on the face of this agreement under an all-risk wall-to-wall policy subject to the following standard exclusions: wear and tear, insects, vermin, gradual deterioration or inherent vice; repairing, restoration or retouching processes; hostile or warlike action, insurrection, or rebellion; nuclear reaction, nuclear radiation or radioactive contamination. The Museum shall determine whether the borrower insures the objects or whether the Museum insures them. If the borrower is insuring the objects, the Museum must be furnished with a certificate of insurance or a copy of the policy made out in favor of the Museum prior to shipment of the loan. The Museum must be notified in writing at least 30 days prior to any cancellation or meaningful change in the borrower's policy. Any lapses in coverage, any failure to secure insurance and/or inaction by the Museum will not release the borrower from liability for loss or damage.

REPRODUCTION AND CREDIT

The loaned object(s) must not be photographed, filmed, televised, or otherwise reproduced individually without the express, written prior consent of the Exhibits and Collections Manager, with the exception that general views of an exhibition may be taken for publicity or documentation purposes. Unless otherwise notified in writing by the Museum, an object on exhibition may be photographed by the public without the use of flash or tripod. Each object will be labeled and credited to the Museum in the exact format provided on the face of this contract, both for display labels and publication credits.

CANCELLATION/RETURN/EXTENSION

The Museum reserves the right to recall the loan by written notification at any time if these conditions are not met, and is not liable for any consequential damages resulting from such action. The Borrower has ten working days to comply. Objects lent must be returned to the Museum by the stated return date. Any extension of the loan period must be approved in writing by the Museum Director or his/her designate.