

OUTGOING LOAN AGREEMENT FORM

BETWEEN: THE GOVERNORS OF THE UNIVERSITY OF ALBERTA, "LENDER"

Unit: _____
 Name of Registered Collection: _____
 Name and Title of Authorized Representative: _____
 Address: _____
 City: _____ Province: _____ Postal Code: _____
 Phone: _____ Fax: _____
 E-mail: _____

AND "BORROWER"

Institution Name: _____
 Name and Title of Authorized Representative: _____
 Address: _____
 City: _____ Province: _____ Postal Code: _____
 Phone: _____ Fax: _____
 E-mail: _____

DESCRIPTION OF OBJECT(S) ON LOAN

Hereafter referred to as "Loaned Object"

Continuation Sheet Attached

Accession/ Catalogue Number	Object Description	Insurance Value (Canadian dollars)

Total Insurance Value \$ _____
 Insured By: _____

PURPOSE(S) OF LOAN

display research conservation education

DURATION OF LOAN

From: _____
 To: _____
 Location of objects during loan: _____

TERMS OF THE LOAN

1. General Conditions

- 1.1. The Lender agrees to permit the Borrower to borrow the Loaned Object upon the terms and conditions herein set out. The Borrower agrees to the terms laid out in this document, as well as any additional terms or conditions provided in writing to the Borrower by the Lender.
- 1.2. If the Borrower wishes to request a change in the dates, schedule or other conditions of the agreement, they must submit the request in writing to the Lender for approval at the address specified on the front of this agreement.
- 1.3. The Loaned Object shall be kept at the location specified on the front of this Agreement. The Borrower shall not lend the Loaned Object to any third party or affiliate of the Borrower nor shall it permit the Loaned Object to be kept at any location other than the location set out herein.

2. Care and Handling, Installation and Display of the Loaned Object

- 2.1. Only qualified members of the Borrower's staff are to pack, unpack or otherwise handle the Loaned Object. The Borrower is to make every effort to prevent loss or damage to the Loaned Object. The Loaned Object is not to be conserved, fumigated or altered in any way without the written permission of the Lender.
- 2.2. The Lender will complete a condition report of the Loaned Object prior to delivery. The Lender requires a condition report to be completed upon receipt of, and prior to the return of, the Loaned Object. The Borrower is required to notify the Lender immediately upon noticing a change in the condition of the Loaned Object. Completed condition reports are to be returned to the Lender with the Loaned Object.
- 2.3. The Loaned Object must not be placed in storage, even temporarily, without prior written approval of the Lender.
- 2.4. Damages of any kind, either to the Loaned Object or shipping and packing materials, regardless of circumstances or responsibility, shall be reported immediately to the appropriate Lender's representative.
- 2.5. The Borrower will provide a written outline of the planned method of mounting and displaying the Loaned Object to the Lender for approval based on the sensitivities of the Loaned Object.
- 2.6. **Special Requirements:** _____

3. Facilities and Security

- 3.1. The Borrower must provide the Lender a current facility report which will be reviewed to ensure that the Borrower's facilities are appropriate for the sensitivities of the Loaned Object.
Special Requirements:
- 3.2. The Borrower must protect the Loaned Object from all risks, including without limitation, theft, fire, flood, exposure to harmful levels of light or environment, pests, dirt and handling by untrained persons.
- 3.3. The Borrower shall have 24 hour/7 days per week fire detection/prevention, security and environmental control systems. Should there be a failure in any system the Borrower must notify the Lender immediately.

Special Requirements: _____

4. Packing and Transportation

- 4.1. Packing and transportation shall be by safe methods approved in advance by the Lender. Damages occurring during transit shall be reported to the Lender immediately.

Special Requirements: _____

5. Insurance, Liability and Indemnity

- 5.1. The Borrower will, at its own expense, provide insurance coverage on the Loaned Object, under its Fine Arts policy, in the amount identified in this Agreement which is the stated and agreed value for insurance purposes of the Loaned Object. This insurance coverage will include coverage for theft, vandalism, damage by fire, water, acts of nature including but not limited to snow and rain storms, floods, earthquake, lightning, and sudden and accidental environmental loss. The Borrower shall be required prior to shipment of the Loaned Object to furnish a certificate of insurance naming The Governors of the University of Alberta as an additional insured.
- 5.2. The Borrower is responsible for the security and care of the Loaned Object and shall be liable for any loss or damage to the Loaned Object from the time it leaves the Lender premises in Edmonton, Alberta until it is returned to the Lender in Edmonton, Alberta. Any lapses in insurance coverage, any failure to secure insurance and/or any inaction by the Lender regarding notice will not release the Borrower from liability for loss or damage.
- 5.3. The Borrower will indemnify and save harmless the Lender its directors, officers, employees or agents, from and against any and all claims, demands, actions and liabilities including but not limited to losses, damages, judgments, costs (including legal costs on a solicitor and his own client basis), and expenses incurred by the Lender and that are a result of, based upon, occasioned by or arising on the part of the Borrower its trustees, administrators, directors, officers, employees, agents, or visitors to the Borrower's premises in the execution of this agreement by the Borrower.

6. Rights, Reproductions and Credit Lines

- 6.1. Unless permission is declined, the Loaned Object may be photographed for the purposes of enhancing the display of the Loaned Object or for preparation of marketing materials relating to the display of the Loaned Object. The Loaned Object may not be photographed for any other purposes without the written consent of the Lender. All such images of the Loaned Object shall be considered to be the property of the Lender and may not be used or reproduced other than for the specific purposes set out herein without the written consent of the Lender.

Special Requirements: _____

- 6.2. Information about the Loaned Object for use on labels, catalogues, publicity or for any other purpose must include the full credit line as provided by the Lender.

Credit line to read:

The Borrower acknowledges the proprietary interest of the Lender in all names, trademarks, crests or logos owned by the Lender and shall not use any Lender name, trademark, crest or logo other than as specifically set out in this agreement, without the prior written consent of the Lender.

7. Term of Loan

- 7.1. The Loaned Object shall be returned by the Borrower at the time specified on this agreement. The Lender reserves the right to withdraw the loan at any time should the safety of the Loaned Object be endangered in the opinion of the Lender, in its sole discretion. The Lender further reserves the right to request the return of the Loaned Object on seven (7) days notice, although

the loan period is not terminated. No extension of the loan will be granted without the written consent of the Lender. Early termination of the agreement does not release the Borrower from any financial, insurance or indemnity obligations as set forth in this agreement.

8. Additional Conditions:

ACCEPTANCE OF CONDITIONS

THE CONDITIONS OF THIS LOAN AS STATED ABOVE ARE ACCEPTED:

On behalf of the Borrower

Signature: _____

Name: _____

Institution: _____

Title: _____

Date: _____

On behalf of The Governors of the University of Alberta (Lender)

Signature: _____

Name: _____

Title: _____

Date: _____

Borrower's Witness

Signature: _____

Name: _____

Lender's Witness

Signature: _____

Name: _____