

# LOAN AGREEMENT

The following materials (s) are on loan by the East Texas Research Center to

(Borrower's Name and Address) \_\_\_\_\_

\_\_\_\_\_

for the purposes of \_\_\_\_\_

from \_\_\_\_\_ to \_\_\_\_\_

under the printed conditions and any additions and/or changes noted below.

To be insured in transit and  
while on exhibition by \_\_\_\_\_

Description of Material

Insurance Value

(Add additional sheets as necessary)

Additional Conditions and/or changes to normal Conditions of Loan:

(Add additional sheets as necessary)

Received by and agreed to by borrower (signature and title):

\_\_\_\_\_  
\_\_\_\_\_

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

ETRC Director: \_\_\_\_\_ Date: \_\_\_\_\_

## CONDITIONS OF LOAN OF MATERIALS FROM THE EAST TEXAS RESEARCH CENTER

1. For purposes of this agreement, when referring to permissions or notifications, the term “the University” is understood to mean the Director of the East Texas Research Center or a person designated by the Director.
2. Materials shall at all times be given due care to insure it against theft, mishandling, loss, damage or deterioration. Should theft, mishandling, loss, damage or deterioration occur or be noted, the University shall be informed immediately and in detail.
3. Materials lent by the University shall remain in the condition in which they are received and returned to the University at the expiration of the loan period in the same condition as when they were loaned. They shall not be unframed or removed from mats, mounts or bases for any purpose whatsoever or cleaned, repaired or transported in damaged condition except with the express written permission of the University.
4. Unless special permission is given in writing by the University for outdoor exhibition of loans, materials shall be protected at all times against direct sunlight, rain, excessive humidity and excessively dry conditions. In addition, all materials shall be protected against fading, scorching or cockling caused by direct or reflected sunlight, strong artificial light, fluorescent light or proximity to heat sources.
5. Materials borrowed must be personally transported only by the borrower or a designated representative of the borrower. No materials will be transported by any public service, including U.S. Postal Service.
6. Materials shall be insured by the borrower for the amount specified on the face of the Loan Form. The insurance shall cover all risks from the time the material leaves the University until it is returned to it and shall guarantee payment of claims, for depreciation as well as restoration and related costs, in U.S. currency. Proof of insurance describing each item and insurance value shall be attached to the Loan Form prior to the items leaving the University.
7. Responsibility for materials while on loan is to remain jointly with person acknowledging the loan and the institution s/he represents. No assignment of this responsibility or transfer of materials to another person or institution is permitted without the written consent of the University.
8. Unless otherwise stated special permission shall be obtained in writing from the University for all reproductions. Except for detail views, all reproductions for any purpose shall show an unobstructed view of the material without cropping or bleeding. If a detail is reproduced, this fact shall be clearly indicated in the caption. No reproduction of any kind may be tinted or otherwise distorted. The borrower may not reproduce such materials in any medium for purpose of sale, nor may such materials be subjected to technical examination of any type whatsoever without written permission of the University.
9. If an extension of time is desired on this loan, application must be made in writing to the University 60 days prior to the end of the period noted on overleaf. Extensions, if granted, must be noted on this form. The University reserves the right to recall any object for its own purpose upon 60 days notice to the borrower.
10. Information about the materials used for catalogs, labels or for any other purpose shall conform to the information provided by the University and shall always include a credit line to the East Texas Research Center. The University Library is to receive a copy of any publication or catalog of the exhibition for which the objects have been lent.
11. The borrower shall advise the University of any taxonomic changes and publications dealing with the loaned materials.
12. Exhibitions in which materials borrowed from the University are shown shall be open to the public without any restriction involving racial discrimination or segregation.
13. This loan agreement supersedes and replaces all loan agreements entered into by the lender and the borrower prior to the date of this loan agreement.