

ANTIOCH HISTORICAL SOCIETY
1500 West Fourth Street, Antioch, CA 94509 - (925)757-1326
INCOMING LOAN AGREEMENT

The Antioch Historical Society (hereafter known as the "Society") and _____
_____, (Loaner), mutually agree as follows:

1. **EXHIBIT/DISPLAYS:** The Loaner agrees that the Exhibit/Display Item(s) shall remain in the possession of the Society from **Sunday, January 29, 2017** (dd/mm/yyyy) through **Saturday, February 18, 2017** (dd/mm/yyyy), a period of **21 Days** (# of days, months or years) when the item is to be returned to the Loaner or his designee. Pick up of the item(s) shall be arranged within seven (7) days of notification or end of Exhibit/Display. Item(s) not picked up by the agreed upon date will become the property of the Society as an unrestricted gift. Item(s) may be placed on or withdrawn from public display at any time during this period at the discretion of the Society. It is understood that the Society may produce photographs of the item(s) and reproduce these photographs for publicity or educational purposes and/or to record the condition of the item(s).

If more than one item is being loaned, attach an additional sheet of paper for each additional item, including Description, Special Handling, Credit Line, and Photo. Total number of item(s) being loaned: _____.

2. **ITEM(S) BEING LOANED:**

A. **DESCRIPTION:** Describe the item fully, including history, background, age and physical measurements. **Include a photo.**

B. **SPECIAL HANDLING:** List any special considerations required by the Loaner:

C. **CREDIT LINE FOR ITEM:** Please print how you wish the Credit Line for this item to read:

3. **PACKING AND SHIPPING:** The Loaner shall unpack and pack his/her own item(s) for transport.
4. **VALUE/INSURANCE COVERAGE:** **Insurance is not provided. Loaners loan their item(s) at their own risk.** Loaner may provide the Society with a Rider of Insurance Coverage, at his/her own expense, stating the value of the item(s), and including the Antioch Historical Society as a named insured.
5. **RELEASE:** Loaner hereby releases the Society from any claim, liability or cost arising out of injury, death or property damage resulting from the possession of loaned item(s) by the Society, including, but not limited to vandalism, fire, theft, earthquake or any other cause, except the Society's sole negligence or willful misconduct.
6. **CHANGE IN OWNERSHIP AND/OR ADDRESS:** It is the responsibility of the Loaner or his/her designee to notify the Society promptly in writing if there is any change in ownership of the item(s) (whether through *inter vivos* transfer or death) or if there is a change in the identity or address of the Loaner. The Society assumes no responsibility to search for a Loaner (or owner) who cannot be reached at the contact information of record on this form.

7. **CARE, PRESERVATION & EXHIBITION:** (1) The Society will give the loaned item(s) the same care as it does comparable property of its own. The Society will not alter loaned item(s). Precautions will be taken to protect the loaned item(s) from fire, theft, mishandling, dirt, insects, and extremes of light while in the Society's custody. It is understood by the Loaner and the Society that all tangible items are subject to gradual inherent deterioration for which neither party is responsible. (2) Evidence of damage at the time of receipt or while in the Society's custody will be reported immediately to the Loaner. It is understood that any item(s), which in the opinion of the Society show evidence of infestation, will be reported to the Loaner for immediate removal from the Museum. (3) The Society retains the right to cancel the Exhibit and return the loaned item(s) within seven (7) days of notification to the Loaner.

8. **APPLICABLE LAWS:** This agreement shall be interpreted in accordance with the laws of the State of California.

9. **WARRANTY:** Loaner warrants that he/she has the right to grant permission for the display of the item(s) in accordance with this agreement and has read the terms of this agreement and that he/she agrees to be bound by them.

I have read and agree to the above conditions and certify that I have full authority to enter into this agreement.

SIGNATURES:

Loaner: _____ **Date:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **E-Mail:** _____

Loaner designates the following agent to pick up his/her item(s):

Agent: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **E-Mail:** _____

Loans of over 90 days: AHS Object ID: _____ Entered by: _____

Date entered: _____

**Accepted on behalf of the
Antioch Historical Society:**

Condition Photo Taken: _____
(Date)

Signed: _____

Date: _____

Distribution:

Original: Antioch Historical Society
Copy: Loaner

ITEM RETURN SIGNATURES:

Loaner/Agent:

Museum:

Date:
