



PASSAIC COUNTY
ARTS
CENTER
AT THE JOHN W. REA HOUSE

#L _____

Incoming Loan Agreement & Conditions

LENDER INFORMATION

Lender: _____

Contact Person: _____

Address: _____

Phone (Home): _____ Phone (Cell): _____

Email: _____

LOAN PERIOD

Date of Loan: _____

Length of Loan: _____

Date of the loan will commence on the date object(s) arrives in the custody of County of Passaic and terminates on the date the object(s) are returned to the custody of the lender. No loan agreement shall exceed one year. The loan may be renewed for additional time at the discretion of both parties. It is the obligation of the County of Passaic to request extension or renewal of the loan.

Special Conditions/Notes: _____

Special Handling Requirements: _____



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TERMS & CONDITIONS OF THE LOAN

The following terms and conditions of this *Incoming Loan* are agreed upon by the County of Passaic (hereinafter referred to as Borrower) and the legal owner(s) of the object(s) listed herein, or duly authorized agent thereof (hereinafter referred to as Lender).

The Lender as shown on this agreement, warrants that they are the legal owner(s), or authorized agent thereof, of the object(s) shown herein and have the right to enter into such agreement. Lender further warrants that there are no liens, taxes, nor other obligations held upon object(s) listed on this agreement.

GENERAL

1. It is understood that the objects in this loan will remain in the condition received and will not be repaired, restored, cleaned, or altered in any way without the permission of the lender. The condition(s) of the object is understood to be as stated on the attached form.
2. All damages to objects at any point in this loan from the out date until returned will be reported to the Lender immediately.
3. The objects may not be lent to a third party without the advance approval of the Lender.
4. The Borrower agrees to use the loan only for the purposes stated on the form.
5. The Lender is responsible for packing, transportation, and all other factors of transporting the loan, unless otherwise stated.
6. The Borrower is responsible for returning the loan at the time stated.

INSURANCE

1. It is the responsibility of the Lender to provide any insurance coverage of the loaned object that Lender desires while the object(s) is in the custody of the Borrower. Lender agrees to indemnify and hold harmless the Borrower from any damage, loss or liability resulting from damage to or the exhibit of the loaned object while in custody of the County of Passaic. Any damage or loss must be reported to the Lender by the Director of the Department of Cultural & Historic Affairs immediately.



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CARE, PRESERVATION, AND EXHIBITION

1. The Borrower shall provide for and maintain maximum security for all loaned object(s) while in its custody including during transit, on exhibit or during any use by the County of Passaic.
2. The Borrower shall exhibit the object(s) with the same care as it exercises with respect to its own property of similar nature and shall make no alterations, changes, additions or repairs to any object(s) without prior written permission of the Lender or authorized agent thereof.
3. The Borrower may display in a visible location credit or notice of ownership of the loaned object(s) unless Lender desires notice not be given.
4. The Borrower may photograph loaned object(s) for promotional, educational or for any other normal museum purposes. The Lender will receive a copy of all photographs. The Borrower may not reproduce, or allow the reproduction, of any loaned object(s) in any medium (including photography or video) for purpose of sale or allow technical examination without prior written agreement with the Lender.

ACCESS & TERMINATION

1. Any object(s) listed on this agreement may be temporarily withdrawn by the Lender when notice is given ten days prior to its removal and proper identification is provided. The Borrower shall allow any representative of the Lender free and unencumbered access to the object(s) for inspection during normal business hours or other reasonable times.
2. Lender or Borrower, or duly authorized agent or legal representative for either, may, with 30 days written notice to all parties, may terminate the term of this loan agreement. All conditions of this agreement shall remain in effect until object(s) have been returned to the custody of the Lender or on the 30th day.
3. Lender, or authorized agent thereof, shall notify the Borrower immediately of any change in ownership or intended change, including but not limited to, sale, bankruptcy, divorce, death or any circumstance that could effect this agreement. Lender shall allow the Borrower first right of refusal if Lender wishes to sell the object(s).



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We, the undersigned, accept and agree upon all terms of this loan as stated herein:

Lender: _____
Signature of Representative

Name & Title: _____
Print

Date: _____

County of Passaic: _____
Director, Cultural & Historic Affairs

Name & Title: _____
Print

Date: _____