



HOME TO THE LEGENDS OF TENNIS

INTERNATIONAL TENNIS HALL OF FAME, INCORPORATED d/b/a
International Tennis Hall of Fame & Museum (ITHF&M)
194 Bellevue Avenue
Newport, RI 02840

INCOMING LOAN AGREEMENT - Loan Renewal

LENDER Name: _____ Date: _____
Street Address: _____
City/State/Zip: _____
Telephone: _____ Fax: _____
Email: _____

OWNER, if different: _____
Street Address: _____
City/State/Zip: _____
Telephone: _____ Fax: _____
Email: _____

PURPOSE: Exhibition [] Research []
Title of Exhibition (if known): _____
Date Beginning: _____ Return Date: _____

Hall of Fame Authorization: _____ Date: _____
Title: _____

Table with 3 columns: ID No., Object Description and Condition, Value. Multiple empty rows for data entry.

THE CONDITIONS APPEARING BELOW IN THIS AGREEMENT ARE ACCEPTED.

By signing this form, I acknowledge that I am the owner of the object(s) or a duly authorized agent of the owner with full authority to enter into this loan agreement, and have read the Conditions below on this form.

Signed: _____ Date: _____
Title: _____

CONDITIONS GOVERNING LOANS:

1. The International Tennis Hall of Fame & Museum (ITHF&M) will exercise the same care with respect to loaned objects as it does in the safekeeping of comparable property of its own. It is understood by both the Lender and the ITHF&M that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible.
2. The Lender will assure that the object lent is adequately and securely packed for the type of shipment agreed upon pursuant to paragraph 9. Evidence of damage at the time of receipt or while in the ITHF&M's custody will be reported in writing by the ITHF immediately to the Lender. Should damage occur in transit, the carrier will also be notified in writing by ITHF&M and all packing materials saved for inspection.
3. The ITHF&M will request the Lender to provide written authorization for any alterations, restoration or repair. If an object is received by the ITHF in a pre-existing unstable condition, the Lender assumes full financial responsibility for any alteration, restoration or repair which, in the judgment of the ITHF&M, is necessary for exhibition purposes.
4. Prior to shipment, the Lender will provide the ITHF&M with a valuation of the loaned objects. If the Lender does not provide said valuation, the ITHF&M will estimate the value for insurance purposes (refer to Conditions 5 and 6 below); this estimated value is not to be considered an appraisal by the ITHF&M. It is the responsibility of the Lender to notify the ITHF&M of any current insurance valuations.
5. Unless the Lender expressly elects to maintain their own insurance coverage, the ITHF&M will insure this loan wall-to-wall under its "all risk" fine arts policy subject to the following standard exclusions such as wear and tear, gradual deterioration, insects, vermin or inherent vice, damage sustained due to or resulting from any restoration or retouching processes, hostile or warlike action, insurrection, rebellion, etc., nuclear reaction or radiation or radioactive contamination. If an object has been industrially fabricated and is damaged, and it can be repaired or replaced to the artist's or manufacturer's specifications, the ITHF&M shall be limited to the cost of such replacement.
6. If the Lender elects to maintain its own insurance, the ITHF&M must be supplied with a certificate of insurance naming the International Tennis Hall of Fame Incorporated as an additional insured with respect to the borrowed property during the term of this loan. If the Lender fails to provide said certificate, this failure shall constitute a waiver of any and all insurance obligations of the ITHF&M by the Lender, and this loan agreement shall constitute a release of the ITHF&M from any liability in connection with loaned property. The ITHF&M can accept no responsibility for any error or deficiency in information furnished to the Lender's insurers or for lapses in Lender's insurance coverage. The Lender agrees that, in the event of loss or damage, recovery shall be limited to such amount, if any, as may be paid by the insurer, hereby releasing the ITHF&M and the officers, agents and employees of the ITHF&M from liability for any and all claims arising out of such loss or damage.
7. Loans shall remain in the possession of the ITHF&M for the time specified on the face of this receipt. The loan may be terminated by the ITHF&M before the time specified on the face of this agreement with reasonable written notice to the Lender. The loaned object(s) may be withdrawn from the exhibition at any time by the Museum Director or Museum Curator.
8. Unless the ITHF is notified by Lender in writing to the contrary prior to delivery, the ITHF&M may photograph and reproduce loans in any of its publications or press releases for publicity purposes, including videotapes, film and any electronic form, and that slides or any copy in electronic form may be made and distributed by the ITHF&M for educational uses, or general publicity on the internet. The general public may photograph loaned objects on exhibit. Printed information about each object shall conform to the data furnished by the Lender, but final wording and labeling format shall be in the sole discretion of the ITHF&M.
9. All packing, transportation and customs formalities shall be arranged by the ITHF through firms acceptable to the Lender. These costs and other expenses shall be paid as agreed upon in writing by the ITHF&M and Lender; **if no such written agreement is made, then expenses shall be paid by Lender.** If the loaned objects are to be returned, at the Lender's request, to any address other than that from which they are collected, the Lender shall pay any additional costs necessitated by such change.
10. It is the responsibility of the Lender or their agent to notify the ITHF&M promptly in writing if there is a change in ownership of the object lent (whether through *inter vivos* transfer or death) or if there is a change in the identity or address of the Lender. The ITHF&M assumes no responsibility to search for a Lender (or owner) who cannot be reached at the address of record.
11. Upon termination of the loan, the Lender is hereby notified that a return or renewal must be effected by Lender. Unless the ITHF&M is notified in writing to the contrary, loaned objects will be returned only to the owner of record, as shown on the front of this form. If the legal ownership of a work should change during the period of this loan for whatever reason, the owner is required, prior to its return, to establish its legal right to receive the loaned objects by proof satisfactory to the ITHF&M.
12. When the loaned objects are returned to Lender, ITHF&M will send the Lender (or recipient in case of change of address or ownership under paragraph 11) a Return Receipt of Loan Materials form. If this form is not signed and returned within thirty (30) days after mailing, ITHF&M will not be responsible for any damage or loss.
13. If the ITHF&M's efforts to return a loaned object within a reasonable period following the termination of the loan are unsuccessful then the object will be stored by the ITHF at the Lender's risk and expense for a maximum of three (3) years. **If after three years the object has not been claimed, then, and in consideration for storage and safeguarding, the Lender/owner shall be deemed to have made the loaned object an unrestricted gift to the International Tennis Hall of Fame Incorporated.**