

**Kentucky Derby Museum
Incoming Loan Agreement**

Mailing address:
Curator of Collections
P.O. Box 21177
Louisville, KY 40221-0177
Telephone: (502) 637-1111

Shipping address:
Curator of Collections
704 Central Avenue
Louisville, KY 40208
Fax: (502) 636-5855

In accordance with the conditions printed on the reverse the objects listed below are lent to the Kentucky Derby Museum:

Lenders authorized representative _____

Institution _____

Address _____

City/State/Zip _____

Telephone _____ **Fax** _____

Purpose of loan/title of exhibition _____

Period of Loan _____ **to** _____

Description of objects:

Accession No.	Description	Condition	Value
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Shipping

The objects will be shipped to the Kentucky Derby Museum to arrive no later than _____ and will be returned no later than the following date _____ (unless notified)

Incoming shipment by _____

Outgoing shipment by _____

Insurance-carried by KDM unless otherwise indicated below

In transit-

Onsite-

Credit Line (for exhibition label and catalog):

Special Requirements

I have read and agreed to the conditions on the reverse of this form:

Approved by the Kentucky Derby Museum:

Signature	Title	Date
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Approved by the Lender:

Signature	Title	Date
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Conditions Governing Incoming Loans Kentucky Derby Museum

Care and Preservation:

1. The Kentucky Derby Museum (hereafter, KDM) will give the same care, according to prevailing professional museum standards, to borrowed objects as it does to its own property. It is understood by the lender and borrower that all tangible objects are subject to gradual inherent deterioration for which KDM is not responsible.
2. Evidence of damage at time of receipt or while in KDM's custody will be reported immediately to the lender. A condition report will be completed for each object on loan to KDM.
3. No alteration, restoration, or repair will be undertaken without the written authorization of the lender.
4. The lender certifies that the objects lent are in such condition as to withstand ordinary strains of packing, shipping and exhibition.
5. A written report of conditions of artifacts prior to shipment will be sent by the lender to KDM.
6. KDM shall have the right to photograph, telecast, and reproduce the borrowed property for educational, catalogue and/or publicity purposes.

Transportation, Payment of Costs, and Duration of Loans:

1. An agreement outlining responsibility for costs of packing, crating, and transportation and customs or other fees will be arranged prior to shipment.
2. The lender will assure that said objects are adequately and securely packed for the type of shipment agreed upon. Prior to the return shipment, objects will be packed in the same manner received unless otherwise authorized by the lender. Loans will be returned only to the lender at the address stated on the loan agreement unless KDM is notified in writing to the contrary.
3. Unless otherwise agreed upon in writing, this loan terminates on the date specified on the face of the agreement.
4. Unless otherwise notified in writing, this loan will be released only to the lender. If KDM's efforts to contact the lender within a reasonable period following the expiration of the loan are unsuccessful, and no special arrangements have been made for the return of the loan, then the objects will be placed in storage at the lender's risk and expense for a maximum of two years. If the objects have not been claimed by the end of two years, then in consideration for maintenance and safeguarding, the lender/owner shall be deemed to have made the object an unrestricted gift to KDM. In case of change of legal ownership during the period of the loan, the new owner is required to demonstrate legal right by proof satisfactory to KDM.

Insurance:

1. Required insurance shall be arranged by either the lender or KDM, and agreed to by both parties as indicated on this loan agreement. If this responsibility is assumed by KDM, loans may be insured wall-to-wall and/or in transit under the terms of its fine arts policy, for the amount indicated on the face of this loan agreement.
2. If the lender elects to maintain its insurance coverage, KDM must be supplied with a certificate of insurance naming the Kentucky Derby Museum as an additional insured and must include coverages and exclusions. Valuations of loans will be provided by the lender, but approved by KDM. If the lender declines to provide a valuation, the item will be insured for "current market value" with an independent appraiser, approved by both the lender and KDM, determining the value at the time of loss.
3. KDM's policies include the usual exclusions for loss or damage due to war, invasion, hostilities, insurrection, confiscation by order of the Government or public authority, risks of contraband or illegal transportation and/or trade, and nuclear damage. The lender agrees that in the event of loss or damage, recovery if any shall be limited to such amount as will be paid by the insurer, thereby releasing the Kentucky Derby Museum, its officers, agents and employees from liability for any and all claims arising out of such loss or damage.