



WOMEN'S BASKETBALL HALL

700 Hall of Fame Drive, Knoxville, TN 379

Telephone (865) 633-9000, Fax (865) 633-9

Accession No.

(for WBHOF use only)

INCOMING LOAN AGREEMENT

Lender

Name _____

Address _____

City _____ State _____ Zip _____

Phone/Fax _____

Credit Line: _____

<i>DESCRIPTION OF OBJECT(S)</i>	<i>OWNER'S ESTIMATED VALUE</i>
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LOAN DURATION

Permanent _____ (If permanent fill out the attached sheet)

Temporary _____ (If temporary, object will be returned upon request)

INSURANCE

Value _____

To be carried by: WBHOF Owner Waived

SPECIAL REQUIREMENTS

I certify that I am authorized to enter into this agreement.

Signed _____ Date _____

(For WBHOF use only)

Accepted By: _____

Title: _____ Date: _____

Conditions Governing Loans

1. Insurance

On request of the lender, objects will be insured by the Women's Basketball Hall of Fame (WBHOF) under an "all-risk wall-to-wall policy subject to the following standard exclusions; normal wear and tear; gradual deterioration; insects, vermin or inherent vice; previous repairs, restoration or retouching processes; hostile or warlike action; nuclear reaction, radiation or radioactive contamination. Insurance will be placed in the amount specified by the Lender herein, which must reflect fair market value at the time of the loan. The value is not to be considered an appraisal by anyone associated with WBHOF. If the lender elects to maintain his/her own insurance coverage, WBHOF must be supplied with a certificate of insurance naming WBHOF as additional insured waiving the rights of subrogation. WBHOF shall not be responsible for any error or deficiency in information furnished to the lender's insurer or for any lapses in coverage. If insurance is waived by the lender, this waiver shall constitute the agreement of the lender to release and hold harmless WBHOF from any liability for damage to or loss of the object lent.

Claims payable by WBHOF shall be paid based upon fair market value of the individual lost or damaged object(s) in lieu of the agreed value. The amount payable by an insurance policy is the sole recovery available to the lender in event of loss or damage.

2. Conservation

WBHOF will give objects borrowed the same care as it does to comparable property of its own. Objects will be protected from fire, theft, mishandling, dirt, insects and extremes of light, temperature, and humidity while in WBHOF's custody. It is understood by the lender and borrower that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible.

Evidence of damage not described in the Lender's condition report at the time of receipt or while in WBHOF's custody will be reported immediately to the Lender.

No alteration, restoration or repair shall be undertaken without permission of the Lender. The Lender certifies that the objects lent are in such condition as to withstand ordinary strains of packing and transportation.

The museum retains the right to determine when, if, and for how long the objects borrowed will be exhibited.

3. Photography and Credit

Unless notified in writing by the Lender, WBHOF may photograph, telecast or reproduce the object(s) lent for educational, catalogue and publicity purposes.

It is understood that the general public may photograph objects on exhibition without the use of a tripod. Unless otherwise instructed in writing, WBHOF will give credit to the Lender as specified on the face of this agreement.

4. Transportation

The cost of packing and transportation shall be borne by WBHOF unless the loan is at the Lender's request. The method of shipment must be agreed upon by both parties. If the objects are to be returned, at the Lender's request, to any address other than that from which it was collected, the Lender shall pay any additional costs associated with that change. Objects will be returned packed in the same or similar materials as received unless otherwise authorized by the lender.

A written report of the condition of the objects must be sent prior to shipment from the lender to WBHOF. Condition reports will be made at WBHOF upon arrival and departure.

5. Return of Loans

Unless otherwise agreed in writing, the loan terminated on the date specified in this agreement. The loan agreement may be terminated by either party given reasonable notice in writing. Upon termination of the loan, the Lender is on notice that a return must be affected.

Unless otherwise notified in writing, WBHOF will only release the objects to the Lender.

If WBHOF's efforts to contact the Lender, within reasonable period of time following the expiration of the loan, are unsuccessful, and no special arrangements have been made for the return of the loan, then the object will be maintained at the Lender's risk and expense for a maximum of three years. If after three years the object(s) has not been claimed, then the Lender shall be deemed to have made the object(s) lent an unrestricted gift to the WBHOF.

6. Change in Ownership and/or Address

By signing this agreement the Lender certifies that he/she is the legal owner of the described property. It is the responsibility of the Lender to notify WBHOF in writing if there is a change in ownership or the object(s) lent or if there is a change in the identity or address of the Lender. The object will be returned only to the lender of record. In the event of change of legal ownership during the period of the loan, the new owner is required to establish his/her legal right by proof satisfactory to WBHOF. WBHOF assumes no responsibility to search for a Lender (or owner) who cannot be reached at the address of record.

This agreement shall be construed in accordance with the laws of Tennessee.



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WOMEN'S BASKETBALL HALL OF FAME

700 Hall of Fame Drive, Knoxville TN 37915

Telephone (865) 633-9000, Fax (865) 633-9294

DEED OF GIFT

Donor:

Address:

Telephone:

I/we _____ hereby transfer and assign, without condition or restriction, the object(s) listed on attached pages, and all rights (including trademark and copyright) associated with the object(s) to the Women's Basketball Hall of Fame. This gift is free of any trust, obligation or condition of any character, and is to be used and/or disposed of by the Women's Basketball Hall of Fame at its unrestricted discretion. I/we affirm that I/we own said object(s) and that to the best of my/our knowledge have good and complete right and title to give. The absolute title and ownership of the object(s) hereby vested in the Women's Basketball Hall of Fame, I/we waive all present or future rights in, to or over said property.

Donor Signature _____ Date _____

(For WBHOF use only)

Accepted By: _____

Title: _____ Date: _____