



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

## OUTGOING LOAN AGREEMENT

**BORROWER:** Name: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**PURPOSE:** Exhibition Title: \_\_\_\_\_

Date Beginning: \_\_\_\_\_ Return Date: \_\_\_\_\_

ITHF&M Authorizing & Contact Staff: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

<i>ID No.</i>	<i>Object Description and Condition</i>	<i>Value</i>

*Special Requirements for shipping and handling:*

THE CONDITIONS APPEARING BELOW IN THIS AGREEMENT ARE ACCEPTED.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

## CONDITIONS GOVERNING LOANS

### CARE AND PRESERVATION

Objects borrowed shall be given special care at all times to ensure against loss, damage or deterioration. The Borrower agrees to meet the special requirements for installation and handling noted on the face of this form. The International Tennis Hall of Fame Incorporated d/b/a/ International Tennis Hall of Fame & Museum (ITHF&M) at any time may require inspection and approval of the actual installation by a member of its staff as a condition of the loan.

Borrower shall take precautions to protect objects from fire, theft, mishandling, dirt and insects, and extremes of light, temperature and humidity while in transit or on exhibit. Borrowed objects must be handled only by experienced personnel and secured from damage and theft by appropriate brackets, railings, display cases or other responsible means. If damage or loss is discovered Borrower is to notify the ITHF&M immediately, and as soon as possible provide ITHF&M with a full written report, including photographs. No object may be altered, restored or repaired without the written authorization of the ITHF&M.

### TRANSPORTATION AND PACKING

The date of the loan will commence with the date of shipment to the Borrower and terminate with the date of actual return delivery to the ITHF&M. Packing and transportation shall be by safe methods approved in advance by the ITHF&M. Where possible the ITHF&M will pack, deliver and pick up the loaned object(s) at Borrower's expense. Unpacking and repacking must be done by experienced personnel under competent supervision. Repacking must be done with the same or similar materials and by the same methods as the objects were received. Any additional instructions may be provided at a later date by ITHF&M and shall be binding upon Borrower.

### REPRODUCTION AND CREDIT

Each loaned object will be **labeled and credited in any publication to the "International Tennis Hall of Fame & Museum, Newport, Rhode Island."** Unless otherwise agreed by ITHF&M in writing, no reproductions are permitted except photographic copies for catalogue and publicity uses related to the stated purpose of this loan. All label and catalogue copy must be approved by the ITHF&M prior to publication. Three (3) copies of any promotional or exhibition publications are to be sent to the ITHF&M, attention the ITHF&M's Authorizing or Contact Staff member.

### INSURANCE

Unless otherwise agreed in writing by ITHF&M, loaned objects will be insured by Borrower while in transit and during exhibition or use for the value stated on the face of this agreement under any and all risk, wall-to-wall fine arts policy subject to the standard exclusions. In the case of long term loans, insurance values and premiums may be reviewed periodically and the ITHF reserves the right to increase coverage and/or premiums if deemed advisable by ITHF&M in its sole discretion.

If the Borrower is insuring the loaned object(s), prior to shipment the ITHF&M must be furnished with a Certificate of Insurance or a copy of the policy naming the ITHF&M as the insured against any and all loss, including theft. All risks of loss or damage, including insurance deductibles, shall be borne by the Borrower. The ITHF&M Authorizing & Contact Staff must be notified in writing at least 20 days prior to any cancellation or meaningful change in the Borrower's policy. Any lapses in this coverage will not release the Borrower from liability for loss or damage.

### COSTS

Unless otherwise agreed upon in writing, all costs of packing, transportation and insurance will be borne by the Borrower. Please refer to the attached Loan Fee Schedule.

### RETURN/EXTENSION/CANCELLATION

Loaned objects must be returned to the ITHF&M in satisfactory condition by the stated termination date. The ITHF&M reserves the right to recall or substitute the object(s) on short notice, if deemed necessary by ITHF&M in its sole discretion. The ITHF&M reserves the right to cancel this loan for just cause, including but not limited to any mishandling of an object as determined by ITHF&M in its sole discretion, at any time and will make every effort to give reasonable notice.

No loan agreement will exceed one year, but the loan may, at the sole discretion of ITHF&M, be renewed for additional time and will incur renewal fees as explained in attached Loan Fee Schedule. It is the obligation of the Borrower to request the renewal of a loan. Any extension of the loan period must be approved in writing by the ITHF&M and covered by an extension of the insurance coverage.

Any delay for any reason in the return of a loaned object to ITHF&M shall not constitute a transfer to Borrower, or waiver of, any rights of ITHF&M.

In the event of any conflict between this agreement and any forms of the Borrower, or any communication between Borrower and ITHF&M, the terms of this agreement shall be controlling.

**The signed Loan Agreement must be returned to the ITHF Curator of Collections before any object(s) leave the ITHF facilities.**