

January 17, 1995

Park Directive 6150

MUSEUM INCOMING LOAN POLICY

I. CONDITIONS OF INCOMING LOANS

An “incoming loan” is defined as a temporary transfer of objects (including traveling exhibits from other institutions, specimens, artifacts, and art objects) to the park / museum – for the purposes of exhibition, identification or research – that does not involve a change in ownership.

Objects or traveling exhibits will be accepted as incoming loans for the purposes of exhibition, identification or research when the park / museum determines that the loan will further its mission.

Final approval on all incoming loans will be made by the Director, Arkansas State Parks, on recommendation from the park’s / museum’s Collections Advisory Committee.

A. Length of Loan

A maximum time limit of one year is placed on all incoming loans. If extensions are required, they will be established on an annual renewal basis.

B. The Lender Will:

(The term “Lender: as used here will mean the Lender or his / her duly authorized agent or legal representative.)

1. Sign the INCOMING LOAN RECEIPT (form 050 MUS 894) thereby agreeing to all conditions, restrictions and procedures listed therein.
2. Notify the park / museum in writing concerning any special circumstances and / or conditions prior to the transfer of objects.

3. In the case of the Lender's death, the authorized agent or legal representative must submit written proof of his / her authority and other documents as the park / museum may require.
- C. The Park / Museum Will (except when exempted in writing by the Lender):
1. Insure all objects loaned at a value to be mutually agreed upon in advance by both the park / museum and the Lender; insurance to be in effect from the time the object leaves the Lender's possession until returned. This insurance will be part of Arkansas State Parks' on loan, all risk policy, subject only to the standard exclusions.
 2. Cover the cost of insurance, communications, security provisions, special packing and / or incidental costs created by the loan.
 3. Meet the Lender's loan requirements. Any exceptions will be agreed to in writing prior to acceptance of the loan.
 4. See that loaned objects are returned to or removed by the Lender on the date stipulated on the INCOMING LOAN RECEIPT (form 050 MUS 894). If arrangements are not made by the Lender, the park / museum will follow stipulated procedures.
 5. Retain all pertinent documentation of the loan (see MUSEUM DOCUMENTATION POLICY, PD 6130).

II. INCOMING LOAN REGULATIONS

- A. The park / museum will acquire, register, catalog, and return to the Lender all loaned objects in accordance with established procedures. The Lender's name will appear on each pertinent record, and the Lender's mark or number, if any, will be left on each loaned object.
- B. The park / museum will maintain the loaned object in the condition in which it was received and will not clean, repair, retouch or alter the object in any way without the prior written permission of the Lender.

INCOMING LOAN RECEIPT

Park / museum's Loan No. _____ Lender's Loan No. _____

The following specimens and accompanying date and documents from the collection of:

(Name of institution or private individual)

(Address) _____ (Telephone) _____
are loaned to _____. The collection is insured for
\$ _____. It is insured by _____
(Name of Company)

Insurance policy number _____

Any permits required? Yes _____ No _____

Why is a permit required? _____ Attach permit.

Purpose of loan: Research _____ Instruction _____ Exhibition _____ Other _____

Termination date of this loan _____

Lender's Registration Number	Park / museum Registration Number	Description of Specimen(s)	Condition Value	Insured

Total number of specimens _____ (Attach additional sheets if necessary.)

1. The specimens are released by the lender. The specimens described above are now to be considered LOANED to _____ and the conditions of this loan as stated on this receipt are accepted.
2. The specimens are transported to the museum. The specimens described above have been received from the lender for TRANSPORTATION to _____
And the condition of this loan as stated on this receipt are accepted by:

Type name of transporter (firm), Title, Signature Date

3. The specimens are received by the museum. The specimens described above have been RECEIVED BY _____ and the conditions of the loan as stated on this receipt are accepted. This loan has been received by: (Attach Condition Report).

Print name of curator (superintendent), Title, Signature Date

4. The specimens are returned to the museum. The specimens described above have been RETURNED BY _____ and the conditions of the loan as stated on this receipt are accepted. This loan has been returned by: (Attach Condition Report).

Print name of Curator (Superintendent), Title, Signature _____ Date _____

5. The specimens are transported to the lender. The specimens described above have been received from the museum for TRANSPORTATION to the lender and the conditions of the loan as stated on this receipt are accepted. This loan has been transported by _____

6. The specimens are received by the lender and the loan is terminated. The specimens described above have been RECEIVED in the condition as described in the final condition report and the lender is satisfied that the museum has fulfilled the terms and conditions of this loan agreement and thereby terminates this loan between the lender and _____

Name of lender or authorized agent, Title, Signature _____ Date _____

INCOMING LOAN CONDITIONS

1. _____ (park / museum) will exercise the same care and respect to loaned objects as it will in the safekeeping and preservation of its own property of similar kind and character, but it will not, and shall not be required to, carry any insurance against loss or destruction of or damage to such loaned objects. The Lender may continue his own insurance for the period of the loan, but the park / museum will not accept responsibility for any errors or deficiencies in information furnished to the Lender's insurer, or for lapses in insurance coverage, rising from this practice.
2. Loaned objects may be exhibited, used, or stored by the park / museum in accordance with current exhibition or research programming or storage procedures of the park / museum having them in its custody, without any restrictions upon their exhibition, use, or storage except as may be stipulated elsewhere in this agreement.
3. The Lender, as well as all qualified students and other interested persons, will have access to inspect such loaned objects as may be stored by the park / museum, during regular working hours of the park / museum curatorial staff.
4. Loaned objects will be registered and catalogued by the park / museum in accordance with the park's / museum's current system. The Lender's name will appear in each pertinent record, and the Lender's mark or number if any, will be left on each loaned object.
5. Loaned objects may be sent by the park / museum to points outside of park / museum premises in _____ County, Arkansas, only with the express permission of the Lender, previously obtained.
6. The park / museum may photograph or otherwise reproduce loaned objects for its own records, research use or publication, but it will not grant such right to others without previously obtaining the expressed written permission of the owner. In all cases of publication, illustration credits for loaned objects will be in the following form: (Lender's name) Collection.
7. The park / museum may itself return, or may request in writing the Lender's withdrawal of, loaned objects upon termination of the stipulated loan period. Loaned objects not withdrawn by the Lender within 60 days after such withdrawal has been requested in writing by the park / museum, or after such withdrawal has been requested in writing by the park / museum, or which the park / museum itself has been unable to return to the Lender within the said 60-days, at the end of said 60-day period may either be continued in use by the park / museum in conformity with terms of this agreement, or in use by the park / museum in conformity with terms of this agreement, or stored by the

park / museum at the Lender's risk and expense, as the park / museum may elect. If stored, the park / museum may charge regular storage fees. Loaned objects not withdrawn by the Lender within one year after the date of the park's / museum's first written request for withdrawal, and concerning which the park / museum has made at least one additional written request for withdrawal at least one month after the date of its first request, shall at the end of that year become unrestricted property of the park / museum.

8. The term Lender as used herein shall mean the Lender or his or her duly authorized agent or legal representative. In case of death of the Lender, the legal representative of the deceased shall notify the park / museum forthwith giving his full name and address in writing. Such legal representative shall submit proof of his authority, any necessary tax waivers, and such other documents and instruments as the park / museum may require.
9. The park / museum may require the Lender's written order for the return or delivery of loaned objects, and in cases of such return or delivery shall require the Lender's signed loan receipt for same.
10. All written park / museum requests or notices required by this agreement shall be considered sufficient if sent by registered mail to the Lender at his or her address last entered in the park's / museum's records.
11. Instructions: Copy of the Loan Form filed at park / museum. Original of the Loan Form remains in the Lender's possession for his or her records. The Lender is reminded to retain this copy in order to secure the loan termination signature.