

Kelowna Museums Society - Incoming Loan Agreement

	<u>Accession No.</u>	<u>Description</u>	<u>Condition*</u>	<u>Value</u>
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Description of Condition: (E)xcellent, (G)ood, (F)air, (P)oor

Notes:

Risks of loss, damage or theft of the object(s) to be born by the:

1. When on Kelowna Museums Society premises: Lender Kelowna Museums Society
 2. When in transit (to or from the Kelowna Museums Society): Lender Kelowna Museums Society
- An adequate level of insurance to cover such risks shall be maintained by the party to this agreement accepting such risk, at that party's expense, for the benefit of both parties to this agreement.*

Responsibilities for return transportation arrangements and expenses upon termination of agreement to be born by the: Lender Kelowna Museums Society

*If in this agreement the Lender accepts the responsibilities for transportation arrangements and expenses upon termination of this loan and fails to have the object(s) removed from the Kelowna Museums Society within 30 days of the termination date, the Museum shall undertake transportation arrangements, returning the object(s) **at the Lender's expense**. Any object(s) unable to be returned will be deemed abandoned and disposal determined by the Kelowna Museums Society. **Acknowledgement of the Owner shall be at the Owner's discretion.***

Conditions for Incoming Loan:

1. This Agreement operates from the time the named object(s) leaves the Lender's premises, until it is returned to the Lender.
2. This Agreement may be terminated at anytime, prior to the removal date, provided there be 30 days written notice by either party to the other. Objects may also be borrowed for a shorter period of time, if both institutions agree.
3. Attributions, dates and other information shown on the face of this receipt are as given by the Lender. Any valuations shown are not to be considered appraisals by the Kelowna Museums Society. The fact that the objects have been in Museum custody shall not be misused to indicate Kelowna Museums Society endorsement.

* The Kelowna Museums Society will produce and keep a Condition Report on each borrowed object. When the objects are returned the condition will be reassessed and compared to the original report.

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4. The Kelowna Museums Society shall provide the object(s) the same standard of care and safekeeping as it provides comparable property of its own, but it assumes no additional responsibilities or liabilities in regard to such object(s). Any damage or change in condition of the loaned object(s) will be reported to the Lender immediately.
5. The Kelowna Museums Society will not repair or alter the object(s) in any way; no treatments, including cleaning, shall be performed without prior written permission from the Lender, unless the preservation of the object(s) makes such action imperative.
6. The Kelowna Museums Society shall not make any reproduction, scientific examination or photograph (other than for the purpose of condition reporting) the borrowed object(s), unless permitted by the Lender and, where applicable, by the copyright owner.
7. The Kelowna Museums Society shall be notified immediately, in writing, if there is a change of ownership of the borrowed object(s) during the term of this Agreement. Failure to notify the Kelowna Museums Society may affect the validity of the Kelowna Museums Society's insurance for the object(s), if born by the Society. Should a change of ownership occur, the new Owner must provide proof of legal title satisfactory to the Kelowna Museums Society before the artifact(s) will be released.
8. Artifacts returned to the Lender by mail or other carrier shall be sent by such means as the Kelowna Museums Society shall determine with a return receipt requested. Upon receipt of the artifact(s), failure to notify the Kelowna Museums Society of damage or loss within 30 days shall release the Society from any further liability.
9. The Kelowna Museums Society has the right to return the object(s) at the termination of this Agreement, to the address listed on the front of this Agreement. If the return is to be made to another address, at the Lender's request, the Lender shall pay any additional fees incurred. If the Kelowna Museums Society, after making a reasonable attempt, is unable to return the object(s) within 60 days of termination, the Kelowna Museums Society may have a lien or right of retention for storage fees and the cost of any additional insurance. If the object(s) is not reclaimed within three years, the Kelowna Museums Society may thereafter elect to deem the object(s) as an unrestricted donation to the Kelowna Museums Society, or take the object(s) as liquidated damages for the fees and costs incurred in storing said object(s).
10. The Lender warrants having full authority and capacity to enter into this Agreement.
11. This Agreement binds the Lender and the Kelowna Museums Society and their respective legal representatives, heirs, successors and assigns. Any release or waiver given to the Kelowna Museums Society is deemed to also be given to its trustees, directors, agents and employees.

We agree to follow the conditions of loan agreement as outlined herein:

_____ **Date:** _____

Lender/ Owner or Authorized Agent's Signature, Title and Affiliation

_____ **Date:** _____

Kelowna Museums Society Representative Signature

The Kelowna Museums Society complies with the Personal Information Protection Act of British Columbia. Personal information is collected for the purposes of Museum services, charitable appeals and events related exclusively to the Kelowna Museums Society. We do not provide or exchange this information to or with any other organizations or business.