

Agreement for Loan & External Exhibition of Rare and Unique Collections

Borrower Information Institution: Email: Contact Name: Address: Telephone: Fax: **Lender Information** Institution: Buffalo & Erie County Public Library, Special Collections **Email: Contact Name:** Address: 1 Lafayette Sq., Buffalo, NY 14203 **Telephone:** (716) 858-7118 Fax: (716) 858-6211 Item(s) to Be Loaned Call Number Condition **Title** Value Aggregate Value Purpose of Loan **Loan Period** From: To:

Signature: Date:

□ Not Approved

Authorization (Completed by B&ECPL Director or Designee)

 \square Approved

| Special Handling or Exhibit Instructions | |
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| Credit Line to Accompany Borrowed Item(s) | |
| Buffalo & Erie County Public Library | |
| Certification By signing below, the Lender and Borrower certify that they have read, understand, and agree to adhere to the Terms and Conditions attached hereto. | |
| Lender Name & Title: | |
| Lender Signature: | Date: |
| | |
| Borrower Name & Title: | |
| Borrower Signature: | Date: |
| | |
| To be Completed upon Return and Receipt of Borrowed Item(s): | |
| RETURNED BY: | |
| Name & Title: | |
| Signature: | Date: |
| RECEIVED BY: | |
| Name & Title: | |
| Signature: | Date: |

Terms and Conditions

A. <u>Care of Borrowed Item(s)</u>

- 1. The Borrower will exercise the same care with respect to the borrowed item(s) as it does in the safekeeping of comparable property of its own.
- 2. The Borrower will immediately report to the B&ECPL Director or her designee (the "Library Representative") any damage or loss to the item(s), whether it occurs in transit or while the item(s) are in the Borrower's custody.
- 3. Unless authorized in writing by the Library Representative, the Borrower will not clean, repair, restore, rehouse, unframe (if applicable) or otherwise alter the item(s), nor attempt to do so.
- 4. The Borrower will adhere to any security and protection plan it presented to the B&ECPL in connection with its application to borrow the item(s).

B. Environment

- 1. Lighting levels in the Borrower's exhibition area shall not exceed 15 foot candles; levels of ultraviolet light shall not exceed 75 uw/lumen.
 - a. The item(s) shall not be exhibited in any area receiving direct sunlight.
 - b. Ultraviolet light filtration shall be used between the item and any ultraviolet light source.
- 2. While on display or in storage, the Borrower shall maintain the item(s) in an environment within the following parameters:
 - a. Temperature: 60° to 70° and not fluctuating more than $\pm 3^{\circ}$ in a 24 hour period.
 - b. Relative Humidity: 30-50% and not fluctuating more than 3% in a 24 hour period.

C. Insurance

- 1. The Borrower will insure the item(s) against all risk of loss or damage while in transit and for the entire period of this loan, for an amount not less than the aggregate value of the item(s) specified above (or such other amount as is specified by the Library Representative).
- 2. The Borrower shall furnish the Library Representative with a copy of the certificate of the required insurance before shipment or transport of the item(s), and thereafter upon request.

D. Shipping and Packaging

- 1. The item(s) will be prepared and packaged by the B&ECPL's Special Collections staff in containers that provide adequate physical support and protection.
- 2. The Borrower shall return the item(s) in the same packaging, unless otherwise directed by the B&ECPL, and shall use its best efforts to protect the item(s) from undue environmental fluctuations during transport and storage.
- 3. The Borrower is solely responsible for all costs of shipping the item(s) from the B&ECPL to the Borrower's location and back to the B&ECPL.

E. Reproduction and Credit

- 1. The Borrower acknowledges and agrees that the copyright to the item(s) resides with the copyright owner. The Borrower shall not make or permit any reproduction of the item(s), or photograph the item(s), without the express written permission of the B&ECPL Representative.
- 2. The Borrower will provide the B&ECPL with copies of any catalog or other material that contains descriptions or images of the item(s).
- 3. The Borrower shall indemnify and hold harmless the B&ECPL from and against any and all claims, losses, damages, and expenses arising from Borrower's breach of the obligations stated in this Section E.
- 4. The Borrower shall give full credit to the B&ECPL in any publications and exhibit labels, and in all interpretive materials and publicity concerning the exhibition, as set forth in the Request for Authorization for Reproduction/Licensing of Library Materials.