

The Vietnam Archive

Texas Tech University
Box 41041
Lubbock, Texas 79409-1041
Phone: (806) 742-9010 Fax: (806) 742-0496
<http://www.vietnam.ttu.edu>

Loan Agreement Form

The objects listed below are hereby loaned to:

(Name of Borrowing Institution)

(Street Address) (City, State) (Zip Code)

For the period of _____ through _____;

For the purpose of _____

Approved by: _____
(Archivist) (Date)

Description of Objects: (use additional pages as needed to list objects)

Total Number of Objects _____

Item Number	Description	Condition	Appraised Value

The Loan Agreement Conditions attached hereto are incorporated into this agreement by reference herein. The undersigned represents and warrants that he/she has the authority to execute this agreement on behalf of the Borrower, that he/she has read and understands the conditions of the loan as outlined in the Loan Agreement Conditions and any other attached documents, as appropriate.

(date) (Authorized Signature of Borrower)

(phone number) (Printed Name and Title)

1st Copy – Vietnam Archive 2nd Copy – Borrower

Initials of Borrower: _____

Loan Agreement Conditions:

The Borrower agrees to abide by the guidelines and conditions for loans as set out below. These conditions may be changed at the discretion of the Vietnam Archive at Texas Tech University (the "Vietnam Archive").

Care and Protection

- Only personnel properly trained in the handling of historical artifacts will handle the objects.
- Object handling shall be kept to a minimum at all times during the loan.
- The Borrower agrees to meet any special requirements for installation or handling as noted or referenced in this agreement or in a special document transmitted to Borrower by the Vietnam Archive.
- All loaned objects shall be kept in a secure area from the time of receipt until returned to the Vietnam Archive.
- No tape, glue, pins, staples, wires, or other materials may be placed on or into the artifacts. Consult the Vietnam Archive for instructions on mounts if information or specifications have not been provided.
- The Borrower must undertake to maintain constant and adequate protection of the loan object(s) to minimize the risk of theft or damage, and the objects will be displayed with maximum attention to security.
- The Borrower must undertake to maintain constant and adequate protection of the loan object(s) from any damage, including, but not limited to the hazards of fire and flood, exposure to harmful light levels, extremes of temperature and relative humidity, insect damage, and pollution.
- In the event of damage to the loan object(s) while in the custody of the Borrower, the Borrower will be responsible for all conservation costs necessary to return the loan object(s) to the same or better condition.
- Any changes in the condition of the loan object(s), variation from the stated guidelines in this agreement, loss, theft, or damage to the loan, in transit, during storage or exhibit must be reported immediately to the Archivist of the Vietnam Archive. If any of the above should occur, Borrower shall send a full written and photographic condition report to the Vietnam Archive Archivist as soon as possible.
- No object may be altered, cleaned, repaired or fumigated without the permission of the Vietnam Archive, except in an emergency situation when the safety of the work makes such action imperative. The Borrower agrees that no sub-loans will be made without the prior written consent of the Vietnam Archive.
- The Vietnam Archive may require an on-site inspection and approval of the actual installation by a member of its own staff or a designated representative at the expense of the Borrower.
- Access to objects on loan must, upon demand, be immediately provided by the Borrower to officers, staff members or designated representatives of the Vietnam Archive for inspection.
- The loan object(s) must not be individually photographed, filmed, televised, or reproduced without the express, written consent of the Vietnam Archive, with the exception that general views of an exhibition may be taken for publicity purposes.
- Notwithstanding the foregoing, the Borrower may photograph the loaned objects for use in connection with an exhibit, catalog, or scholarly publication. However, no photographs or materials, files, etc. featuring photographs may be offered for sale by the Borrower without prior written permission from the Vietnam Archive.

Packing and Transportation

- The Vietnam Archive will specify and provide the method of packing, and will provide any special instructions for unpacking and repacking.
- The method of shipping must be agreed upon by both parties.
- The Borrower will exercise due care in the custody, handling, transport, unpacking and repacking of the loan.
- The Borrower, upon unpacking, will acknowledge immediately the receipt of the loan by signing and returning the 1st copy of the Receipt Acknowledgement. The 2nd copy is to be retained by the Borrower.
- On return, the loan must be packed in the same manner as received and with the same cases, pads, and packing materials. In cases of damage to packing materials, the Borrower must contact the Vietnam Archive for instructions before packing.

Acknowledgement Line

- The exhibition acknowledgement line for all loan objects shall be "The Vietnam Archive, Texas Tech University."
- If the Vietnam Archive agrees to photograph reproductions of the loan object(s), the Borrower will ensure that ownership of the loan object(s) is indicated as: The Vietnam Archive, Texas Tech University, and

identified with each object's item number. For questions about the item number, please contact the Archivist at the Vietnam Archive.

- The Borrower agrees to use Texas Tech University (or TTU if an acronym is appropriate) in specimens examined or in acknowledgements.
- Two copies of any published exhibition catalogue which includes entries for the objects must be provided to the Vietnam Archive.

Costs

- Unless otherwise noted on the contract, all costs of packing, transportation, couriers, insurance, and other loan and exhibition-related expenses are the sole responsibility of the Borrower.
- If an exhibition is to travel to more than one venue, it is the sole responsibility of the Borrower to ensure that the conditions set forth in this document are met at all other exhibiting venues.

Cancellation/Return/Extension

- The Vietnam Archive reserves the right to recall the loan or cancel the loan, with or without cause, at any time, and is hereby relieved of any liability resulting from such action. The Vietnam Archive will make every effort to give reasonable notice thereof.
- Objects lent must be returned to the Vietnam Archive by the stated return date. Any extension of the loan period must be approved in writing by the Archivist of the Vietnam Archive, along with the return of a signed loan extension form by both parties.
- If at any time the objects listed in this loan agreement are removed from display with no plans for future displays, the Vietnam Archive must be notified, at which point the Vietnam Archive reserves the right to recall the objects.

Interpretation

- In the event of any conflict between this agreement and any forms of the Borrower, the terms of this agreement shall control. This agreement is performed under and shall be construed in accordance with the laws of the State of Texas without regard to the conflicts of laws provisions.

Special Conditions of the Loan