



Smithsonian
National Museum of American History

Agreement for Incoming Loan

NMAH Incoming Loan # 2016.6014

Date: January 6, 2017

Lender: Historic Charleston Foundation
40 East Bay Street
Charleston, SC 29401

Lauren Northup
(Lender Contact Name/Title)

843-724-8486
(Telephone Number)

lnorthup@historiccharleston.org
(E-mail)

In accordance with the attached **Conditions** Governing Incoming Loans, the objects listed below are borrowed for the following purposes only: For exhibit in *Many Voices, One Nation*

For the period: March 1, 2017 through March 1, 2020
(Approximate date objects leave lender's custody until return to lender)

Location(s) of object(s) while on loan: National Museum of American History, Washington, DC

Lender Catalog #	Description of Objects	Insurance Value
2007.018.1	Pair of Alexander Petrie silver spoons	\$ 5,000.00

INSURANCE: (see attached Conditions Governing Incoming Loans)
_XXX by Smithsonian Institution ____ by Lender

PACKING and SHIPPING:

Objects packed by: to be arranged

Objects shipped from and returned to: Historic Charleston Foundation, 40 East Bay Street, Charleston, SC 29401

Outgoing shipment via: fine arts shipper

Return via: fine arts shipper

ESTIMATED COSTS:

CREDIT LINE: Historic Charleston Foundation

SPECIAL REQUIREMENTS for handling, installation, etc. (Attach continuation sheet if necessary):

Objects will be displayed inside a secured exhibit case.

PLEASE READ AND SIGN ATTACHED CONDITIONS GOVERNING INCOMING LOANS

Mailing Address

Smithsonian Institution
PO Box 37012
National Museum of American History
Room 1230, MRC 667
Washington, DC 20013-7012

Street Address

12th Street at Constitution Avenue NW
Washington, DC 20580

NMAHLoanProgram@si.edu
Telephone # 202-633-3879

Smithsonian's National Museum of American History

CONDITIONS GOVERNING INCOMING LOANS

Care and Preservation

1. The National Museum of American History, Smithsonian Institution (the "Museum") will give to objects borrowed the same care as it does comparable property of its own. Precautions will be taken to protect objects from fire, theft, mishandling, dirt and insects, and extremes of light, temperature, and humidity while in the Museum's custody. It is understood by the Lender and Museum that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible.
2. Evidence of damage at the time of receipt or while in the Museum's custody will be reported immediately to the Lender. It is understood that objects which in our opinion show evidence of infestation may be fumigated at the discretion of the Museum without prior written authorization from the Lender and without liability to the Museum.
3. The Lender will be requested to provide written authorization for any alterations, restoration, or repair. The Museum may examine objects by all modern scientific methods.
4. The Museum retains the right to determine when, if, and, for how long objects borrowed will be exhibited.

Transportation and Packing

1. The Lender certifies that the objects lent are in such condition as to withstand ordinary strains of packaging and transportation and handling. A written report of condition of objects prior to shipment must be sent by the Lender to the Museum. Otherwise, it will be assumed that objects are received in the same condition as when leaving the Lender's possession. Condition records which may include photographs will be made at the Museum on arrival and departure.
2. Costs of transportation and packing will be borne by the Museum unless the loan is at the Lender's request. The method of shipment must be agreed upon in advance by both parties.
3. Applicable laws and regulations will be adhered to in international shipments. As a rule, the Lender is responsible for adhering to its country's import/export requirements and the Borrower is responsible for adhering to its country's import/export requirements.
4. The Lender will assure that said objects are adequately and securely packed for the type of shipment agreed upon, including any special instructions for unpacking and re-packing. Objects will be returned packed in the same or similar materials as received unless otherwise authorized by the Lender.

Insurance

1. Objects will be insured for the amount specified herein by the Smithsonian Institution under its "all risk" wall-to-wall policy subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin or inherent vice; repairing, restoration or retouching process; hostile or warlike action, insurrection, rebellion, etc.; nuclear reaction, nuclear radiation or radioactive contamination.
2. Insurance will be placed in the amount specified by the Lender herein which must reflect the fair market value. If the Lender fails to indicate an amount, the Smithsonian is hereby authorized by the Lender to set a value only for purposes of insurance for the period of the loan. Said value is not to be considered an appraisal. If the Museum disagrees with the amount specified by the Lender, the Museum may request that the Lender obtain an independent appraisal or the Museum may suggest an amount that it deems the fair market value. If the Lender fails to indicate an amount or refuses to obtain an independent appraisal, the Smithsonian is hereby authorized by the Lender to set a value.
3. If the Lender elects to maintain its own insurance coverage, then prior to shipping the Lender will supply the Museum with a certificate of insurance naming the Smithsonian Institution and the United States Government as additional insured or waiving rights of subrogation. If the Lender fails to provide said certificate, this failure shall constitute a waiver of insurance by the Lender (see No. 5 below). The Smithsonian shall not be responsible for any error or deficiency in information furnished by the Lender to the insurer or for lapses in coverage.
4. It is the responsibility of the Lender to notify the Museum of updated insurance valuations.
5. If insurance is waived by the Lender, this waiver shall constitute the agreement of the Lender to release and hold harmless the Smithsonian Institution and the United States Government from any liability for damage to or loss of the loan property.
6. The amount payable by insurance secured in accordance with this loan agreement is the sole recovery available to the Lender from Smithsonian in the event of loss or damage. Any recovery for depreciation or loss of value shall be calculated as a percentage of the insured value specified by the Lender in the Agreement.

Intellectual Property Rights

1. Unless otherwise notified in writing by the Lender, the Museum may photograph or reproduce the object(s) lent for educational, catalog, publicity purposes, and other standard museum purposes including print and electronic media.
2. It is understood that objects for exhibit may be photographed by the general public.
3. Unless otherwise instructed in writing, the Museum will give credit to the Lender as specified on the face of this agreement in any publications.

Publicity & Marketing

1. The NMAH Office of Communications and Marketing ("OCM") is solely responsible for publicity and marketing of exhibitions and events at the NMAH and OCM will design a strategic publicity/marketing campaign to promote the Exhibition. Lender may not engage in any publicity, marketing, social media, or other promotional activities related to or mentioning the exhibition.
2. The Smithsonian and its museums do not, and may not appear to, endorse any product, company, or other outside organization. Inclusion of a product as an object in an exhibition does not state or imply that the Smithsonian is endorsing, honoring, inducting, or otherwise promoting that product or the company that makes that product.

Use of Names

The names of the "Smithsonian Institution," "National Museum of American History," the Smithsonian sunburst logo, and certain other Smithsonian names and marks are trademarks. Lender may not use these names and marks, including in any commercial context or in advertising, promotion, publicity, or fundraising without the prior written approval of the Smithsonian. Use of the Smithsonian logo is not permitted.

Change in Ownership and/or Address

It is the responsibility of the Lender or his/her agent to notify the Museum promptly, in writing, if there is any change in ownership of the objects (whether through inter vivos transfer or death) or if there is a change in the identity or address of the Lender. The Museum assumes no responsibility to search for a Lender (or owner) who cannot be reached at the address-of-record.

Return of Loans

1. Unless otherwise agreed in writing, a loan terminates on the date specified on the face of this agreement. If no date is specified, the loan shall be for a reasonable period of time, but in no event to exceed three years.
2. Objects will be returned only to the Lender-of-Record at the Address-of-Record or to a location mutually agreed upon in writing by the Museum and the Lender-of-Record. In case of uncertainty, the Museum reserves the right to require a Lender/Claimant to establish title by proof satisfactory to the Museum.
3. When the loan is returned, the Museum will send the Lender a receipt form. If this form is not signed and returned within thirty days after mailing, the Museum will not be responsible for any damage or loss.
4. If the Museum's efforts to return objects within a reasonable period following the termination of the loan are unsuccessful, then the objects will be maintained at the Lender's risk and expense for a maximum of two years. If after two years the objects have not been claimed, then and in consideration for maintenance and safeguarding, the Lender/Owner shall be deemed to have made the objects an unrestricted gift to the Museum.

Applicable Law:

The agreement shall be construed in accordance with applicable federal law and the law of the District of Columbia, without regard to the place of performance or execution.

Signature of the lender:

I have read and agree to the Conditions Governing Incoming Loans and certify that I am authorized to agree thereto.

Lauren Northrup DIRECTOR OF MUSEUMS 1/7/2017
Signature Title Date
Printed Name LAUREN NORTHRUP Owner Authorized Agent X

Signature for the National Museum of American History:

Margaret Grandine Loans Manager January 9, 2017
Signature Title Date

Please sign and return TWO copies. A countersigned copy will be returned for your records.