



# *The Colonial Williamsburg Foundation*

*Division of Collections, Conservation and Museums*  
*Post Office Box 1776 • Williamsburg, Virginia • 23187-9910*  
*Office of the Registrar • 757-220-7519 • 757-220-7548*

## INCOMING LOAN AGREEMENT

<b>Loan Number:</b> IL2019.07
<b>Lender (hereafter "the lender"):</b> Historic Charleston Foundation
<b>Address</b> (unless otherwise instructed, works will be shipped from and returned to this address): 40 East Bay Street, Charleston, SC 29401
<b>Contacts:</b> Grahame Long, Director of Museums
<b>Telephone:</b> 843-724-8486 <b>Email:</b> glong@historiccharleston.org
<b>Purpose of Loan:</b> For exhibition in <i>A Rich and Varied Culture: The Material World of the Early South</i> .
<b>Loan Dates:</b> April 1, 2023 – April 1, 2024
<b>Object(s):</b> Double Chest (T026-2019)
<b>Do you wish to lend anonymously? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If no, please give exact form of lender's name which should appear on all printed matter connected with exhibition:</b> Loan courtesy Historic Charleston Foundation
<b>Object Title/Description/Date/Media/Dimensions:</b> Double Chest; Charleston, SC; c. 1770; mahogany with mahogany veneer; cypress and mahogany secondary woods
<b>Insurance valuation:</b> \$80,000.00 (eighty thousand dollars)
<b>Do you prefer to maintain your own insurance? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <u>CWF will insure.</u></b> <i>Please see conditions on the reverse. If you maintain your own insurance, please instruct your broker to furnish us with a Certificate of Insurance naming the Colonial Williamsburg Foundation as additional insured or waiving rights of subrogation.</i>
<b>Please send the following photographic materials, if available:</b> Not applicable. <input type="checkbox"/> 4 x 5 color transparency <input type="checkbox"/> <b>High Resolution (8x10 at 300 dpi) Digital File, Preferably TIF [Contact Erin Lopater: elopater@cwf.org]</b> <i>Unless permission is declined in writing, it is understood that this work may be photographed, telecast, and reproduced for publicity purposes connected with this exhibition and for illustration in catalogues and other publications relating to the exhibition, and that slides of it may be made and distributed for educational use. No information regarding ownership of the work will be released unless we receive written permission to do so.</i>
<b>Date object(s) are due at CWF:</b> On loan to CWF since May 3, 2019.
<b>Objects(s) to be returned by:</b> TBD
<b>Please give any special requirements or instructions regarding method of shipment here:</b>
Unless CWF is notified in writing before termination of the loan, the work will be returned to the lender listed above at the address listed above.

**PLEASE SEE REVERSE.**

**CONDITIONS GOVERNING LOANS TO COLONIAL WILLIAMSBURG FOUNDATION  
DIVISION OF COLLECTIONS, CONSERVATION AND MUSEUMS**

1. The Colonial Williamsburg Foundation, Division of Collections, Conservation and Museums (hereafter "Collections") will exercise the same care with respect to the work described on the obverse as it does in the safekeeping of comparable property of its own.
2. The work shall remain in the possession of Collections for the loan period listed, plus a reasonable amount of time for receiving and returning the work to the lender; it may be withdrawn from exhibition at any time by the Chief Curator of Collections. The work will be returned only to the lender at the address listed on the obverse, unless Collections is notified in writing to the contrary. If the legal ownership of the work shall change during the pendency of this loan, whether by reason of death, sale, insolvency, gift, or otherwise, the new owner may, prior to its return, be required to establish his legal right to receive the work by proof satisfactory to Collections.
3. If requested by the lender as indicated on the obverse, Collections will insure the work for special causes of loss under its fine arts policy for the valuation specified by the lender, subject to the normal terms and conditions of the policy. However, if the work shall have been industrially fabricated and can be replaced to the artist's specifications, the amount of such insurance shall be limited to the cost of such replacement. If the lender shall have specified no amount, Collections will insure the work at its own estimated valuation.
4. If the lender chooses to maintain his own insurance, Collections must be supplied with a certificate of insurance from the lender's insurance company naming Collections as an "additional insured" or waiving rights of subrogation against Collections. If the lender fails to supply Collections with such a certificate, this loan agreement shall constitute a release of Collections from any liability in connection with the work. Collections cannot accept responsibility for any error or deficiency in information furnished to the lender's insurer or for any lapses in coverage.
5. Collections assumes the right, unless specifically denied by the lender, to examine the work by all modern photographic means available. Information thus gathered will remain confidential and will not be published without the written consent of the lender. Collections also assumes the right, unless specifically denied by the lender, to use photographs of the work on social media platforms (i.e. Facebook, Twitter, Instagram, etc.).
6. Collections' right to return the work will accrue absolutely at the termination of the loan. If Collections, after making all reasonable efforts and through no fault of its own, will be unable to return the work within ninety (90) days after the termination of this loan, then, Collections will have the right to place the work in storage, to charge regular storage fees and all the costs of insurance therefore, and to have and enforce a lien for such fees and costs. If after five years from the date of the termination of the original loan period, work has not been claimed by lender, the work will be considered an unrestricted gift to Collections, and the lender hereby authorizes Collections to proceed accordingly, without order of or report to any court or agency.

**I have read and understand the conditions described above and on the obverse and accept them:**

DocuSigned by:



Signed:

89CAA2EA06444E7...

**(Lender or Authorized Agent)**

DocuSigned by:



CWF, Collections:

5058C0200890480...

3/20/2023

Date: \_\_\_\_\_

3/20/2023

Date: \_\_\_\_\_

Please complete, sign, and return **BOTH** copies of this loan agreement to the Registrar's Office, Colonial Williamsburg, Division of Collections, Conservation and Museums. Your File Copy will be countersigned by the Registrar/Collections Manager and returned to you.