



INCOMING LOAN AGREEMENT

From: Historic Charleston Foundation
(Lender's Name/ Institution)

Address: 40 East Bay Street
Charleston, SC 29401

Contact: Sarah Ferguson / Librarian + Archivist
(Name/Title)

Telephone: 843-724-8490

Fax: —

E-mail: s.ferguson@historiccharleston.org

Loan Period: October 24, 2022 - April 30, 2026

Exhibition Title: TBD - Society of the Cincinnati

Exhibition Length: TBD - Society of the Cincinnati

Description of material(s) to be borrowed: (Attach additional sheets if necessary.)

Object/Title and Date	Medium	Dimensions	Insurance Value
Painting / The Attack on Fort Moultrie 1784-1792	oil on canvas	31.5 x 44.0 h w Frame: 2.5" x 3.25"	\$25,000 USD

Credit Line: Historic Charleston Foundation Collection

If you wish to lend anonymously, the credit line will read "Private Collection."

Framing:

Is the work framed? ☒ Yes ☐ No Framed behind glass or Plexiglas? ☐ Yes ☒ No Which: _____

If necessary, may we:

Remount, remat, and/or reframe? ☐ Yes ☒ No Substitute Plexiglas for glass? ☐ Yes ☒ No

Fix secure hanging devices on to your frames? ☐ Yes ☒ No

Permission is assumed unless explicitly denied. The work(s) will be returned to the Lender in the original frame, mat, etc. unless otherwise instructed in writing before hand.

Insurance: (Please see conditions on reverse)

☒ To be carried by Borrower
☐ Insurance waived

Shipping Instructions:

Shipment will be via: private courier

Unless otherwise instructed in writing, the object(s) will be returned to the Lender's address given above.

THE LENDER AGREES TO THE FOLLOWING LOAN CONDITIONS:

Object Care and Protection: The Society will exercise reasonable care with respect to the item(s) referred to on the face of this agreement. The Society agrees to meet any special requirements for installation and handling as agreed to in writing at the time this agreement is made. Evidence of damage to the item(s) at the time of the receipt or while in the Society's custody will be reported immediately to the Lender. All incoming items are issued condition reports at the time of receipt. No alterations, restorations, or repairs to the item(s) will be undertaken without the written authorization of the Lender.

Insurance: The Society will insure the item(s) during the period of this loan for the value stated on the face of this agreement under a "special" property 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, nuclear reaction, nuclear radiation, or radioactive contamination. While insurance will be placed in the amount specified by the Lender, the signing of this agreement by the Society does not constitute endorsement of the Lender's stated value. If the Lender wishes to have a certificate of insurance from the Society, one will be supplied upon request. If the Lender chooses to maintain his or her own insurance, the Society must be supplied with a certificate of insurance from the Lender's insurance company naming the Society as an additional insured or waiving subrogation against the Society. If the Lender fails to supply the Society with such a certificate, this loan agreement shall constitute a release of the Society from any liability for damage or loss of the loan property.

Packing and Transportation: Packing and transportation shall be by methods as indicated on the face of this agreement and approved by the Lender. As a rule, the Borrower is responsible for adhering to its country's import/export requirements and the Lender is responsible for adhering to its country's import/export requirements.

Reproduction and Credits: Unless permission is denied in writing, it is understood that the item(s) listed on the face of this agreement may be photographed or filmed following strict conservation lighting guidelines, reproduced for the Society's educational and publicity purposes, including an exhibition catalog; and that slides, prints, and transparencies ~~may~~ [★] be made and distributed for the Society's publicity and educational use. No information will be released regarding ownership unless the credit line specified by the Lender on the face of this agreement allows the Society to do so.

Costs: Unless otherwise noted, all transportation, insurance, and other loan-related costs shall be borne by the Society.

Return/Extension/Cancellation: Items borrowed by the Society will be returned only to the Lender at the address stated on the obverse by the stated termination date. Any extension of the loan period will be sought in writing by the Society's designate and, if approved, covered by parallel extension of the insurance coverage. Only the Lender's designate listed on the obverse may request, in writing, to recall the item(s) from loan to the Society.

Special Conditions: Copies of any items produced bearing the reproduction of the painting must be sent to HCF for archival use - permission to reproduce gladly granted

I have read and agree to the above conditions and certify that I am authorized to agree thereto.

Signed: Sarah Ferguson
Title: Archivist + Librarian

Date: 10.17.2012

Approved for The Society of the Cincinnati:

Signed: _____

Date: _____

Title: _____