

# DAR MUSEUM

NATIONAL SOCIETY DAUGHTERS OF THE AMERICAN REVOLUTION

## IN-COMING LOAN AGREEMENT

Loan ID: B.787

Fighting for Freedom: Black Craftspeople and the Pursuit of Independence

Lender: Historic Charleston Foundation

Authorized: Tracey Todd  
40 East Bay Street  
Charleston, SC 29401

Credit Line: Courtesy Historic Charleston Foundation, Charleston, SC

Loan Period: Begin: 2/1/2025 - End: 2/1/2026

INSURANCE: (See condition #4)

Lender wishes to insure object under DAR Museum policy.

Lender will insure object under own policy and will forward certificate of insurance to DAR Museum.

SHIPPING: Attach any special packing or shipping instructions. Unless DAR Museum receives notification otherwise, the following is agreed upon. The object will be shipped from:

Address: 51 Meutig Street, Charleston, SC 29401

To arrive no later than: 2/10/2025

and return no later than: 2/1/2026

Shipping Method: Crozier Fine Arts

Restrictions: \_\_\_\_\_

The lender acknowledges that he/she has read the conditions on the following pages and that he/she accepts them. The lender agrees to provide the objects described on the attached "Schedule of Lent Objects" under said conditions.

For the lender:

Signature: Jay Zell

Title: Director of Museums

Date: 7.3.2024

Loan requested for the DAR Museum by:

Signature: [Signature]

Title: Director and Chief Curator

Date: 6/17/24

## CONDITIONS GOVERNING LOANS TO THE DAR MUSEUM

1. The DAR Museum will exercise the same care with respect to loaned objects as it does in the safekeeping of comparable property of its own.
2. Loaned objects will remain in the possession of the DAR Museum for the time specified in this loan agreement, provided that the DAR Museum may return the loaned objects at any time prior to the conclusion of this period. If lent for exhibition, the DAR Museum may withdraw the loaned objects from exhibition for any portion of the loan period. This loan terminates on the End Date specified on the face of this agreement. If the DAR Museum's efforts to return the loaned 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. If after two years following the termination of the loan, the objects have not been claimed by the legal owner, then the lender shall be deemed to have made the objects an unrestricted gift to the DAR Museum.
3. Unless the DAR Museum is notified in writing to the contrary, loaned objects will be returned to the lender at the address stated on the face of this agreement. The lender, or his agent, is responsible for promptly notifying the DAR Museum of any change in address or legal ownership for loaned objects. If an alternative address is designated which is more distant from the DAR Museum than the original address, the DAR Museum will require payment of any difference in the charges for return of the loaned objects. If the loaned objects are to be returned to a person other than the lender, such person will be required to establish his legal right to receive the loaned objects by proof satisfactory to the DAR Museums. A signed copy of the Object Release Form must be returned within 30 days of the return of loaned objects.
4. Unless the lender expressly elects to maintain his or her own insurance, the DAR Museum will insure the loaned objects wall-to-wall under the terms of its fine arts policy, for the amount indicated on the last page of this agreement and subject to the exclusions and terms and conditions of the policy. A certificate of insurance will be provided for items lent to exhibitions.
5. If the lender elects to maintain his or her own insurance, the DAR Museum must be supplied with a certificate of insurance naming the National Society, Daughters of the American Revolution ("NSDAR") as an additional insured or waiving subrogation against the NSDAR. Otherwise, this loan agreement shall constitute a release of the NSDAR from any liability in connection with the loaned property. The DAR Museum has no responsibility for any error or deficiency in information furnished to the lender's insurers or for lapses in coverage.
6. The lender agrees that in the event of loss or damage to the loaned objects, recovery, if any, shall be limited to such amount as may be paid by an insurer. The lender hereby releases the NSDAR and its officers, agents and employees from liability for any and all expenses and claims, whether based in contract or tort or otherwise, arising out of such loss or damage. Under no circumstances whether in contract or in tort shall the NSDAR or the other identified persons be liable for indirect or consequential damages, including without limitation any lost revenue or other economic loss.
7. The DAR Museum will bear all costs for matting, packing, crating, and shipping, including charges for hiring special packers when necessary. The lender will assure that the loaned objects are adequately and securely packed for shipment and that the DAR Museum has been provided with any special instructions for unpacking and repacking. Objects will be repacked in the lender's crate for return by the DAR Museum in the same manner of shipment used by the lender unless otherwise mutually agreed upon by the DAR Museum and the lender. Damages, whether in transit or on the borrower's premises and regardless of responsibility, shall be reported immediately to the lender.
8. No restoration, repair, or cleaning of objects will be performed by the DAR Museum unless prior permission is given in writing by the lender.
9. Unless the DAR Museum is notified in writing to the contrary, it is understood that loaned objects may be photographed and that such photographs, and any photographs provided by the lender may be reproduced in the DAR Museum's publications and for publicity purposes connected with the exhibition of the loaned objects.

Material to be Lent

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Catalog # B.787  
Object Name Wardrobe  
Description John Gough secretary wardrobe  
Dim-Eng 97" height, 23.5" depth, 49.5" width.  
Condition Good condition with restoration to finish, original finish, molding & foot components.  
Value \$225K

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