



## **Yellowstone County Museum Collections Management Policy**

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### **Introduction**

The mission of the Yellowstone County Museum (YCM) is to collect, preserve, and share the history of Montana's Yellowstone River Basin through a range of dynamic educational programs and storytelling exhibitions.

The YCM is registered with the Internal Revenue Service as a nonprofit 501(c)(3) corporation, overseen by a County and Foundation Board of Directors and operated by an Executive Director. The Museum was founded in 1953 by the Yellowstone Historical Society, Parmly Billings Library, the Pioneers of Eastern Montana, Yellowstone County, and the City of Billings. Since its founding, the Museum has been the repository of the history of Yellowstone County, Montana. The YCM operates under the authority of the Yellowstone County Board of County Commissioners. In 1995, The Yellowstone County Museum Foundation was formed to operate in coordination with the Yellowstone County Museum Board, to support and operate the Museum.

The purposes of the Collections Management Policy of the YCM is to guide the Museum board and staff in the acquisition, care, and use of collections to fulfill the mission of the Museum. The policy establishes guidelines, standards, policies, and practices governing the acquisition and management of the historic and contemporary artifacts and works of art that document and embody the human, geologic, and wildlife presences in Montana's Yellowstone River Basin.

### **Commitment to Collections Stewardship**

A primary focus of the YCM is to care for and use its collections to fulfill the mission of the organization. The YCM strives to prolong the useful life of the objects and documents in its care by conducting regular inventories, providing a stable storage and exhibition environment, and by maintaining the collections in a well-ordered storage array.

### **Scope of Collections**

The Yellowstone County Museum cares for over 30,000 objects that document the history of the greater Montana region. The focus of the collection is objects from or materials that have the ability to tell a story about Montana's Yellowstone River Basin. Collections include archaeological materials, Montana Tribal Nations artifacts, firearms and other weaponry, objects highlighting rural and urban Montana life in late 19th to early 20th, historic photographs, archives, and works of art.

### **Authority and Organizational Responsibilities**

The collections of the YCM are cared for according to the policies established and detailed in this Collections Management Policy. In attaining and adhering to these policies, the YCM is governed by the following:

- The YCM Foundation and County Boards operate in coordination and are responsible for the allocation of appropriate resources to maintain the collection following museum best practices and employing sufficient professional Curatorial staff to ensure the safekeeping of the permanent and on-loan collections.
- The Executive Director oversees the Museums day-to-day operations and ensures that the YCM operates in accordance with all federal, state, and local laws and regulations, and adheres to the ethical standards of appropriate professional organizations.
- Yellowstone County is the final decision maker in all instances; however, its role is focused on providing millage for the maintenance of the Museum and off-site storage buildings and grounds as well as collection maintenance, security, and pest control.
- The Executive Director and Curatorial staff are responsible for the development and maintenance of Collections Management Policy and ensuring proper collection preservation. They make prudent acquisition and deaccessioning recommendations to the YCM's Collection Committee assuring that the Museum can appropriately and safely care for any newly acquired objects. All aspects of collection care performed will adhere to current museum practice professional ethics and standards. The Executive Director and Curatorial Staff reviews and updates the Collection Management Policy and related

documents and forms for enforcement and accuracy on a yearly basis or as an issue arises.

- All board and staff members shall adhere to the YCM Code of Ethics.

### **Acquisitions**

Collection objects may be acquired by the YCM through donation, purchase, or transfer from another institution. In order to be proposed for acquisition, all objects must have a clear provenance record with no legal or ethical concerns, have proven authenticity, come to the YCM free of any restrictions, and be suitable for use in fulfilling the Museum's mission. All objects in the YCM collection require a long-term investment of resources. In order to make sound decisions about the best use of YCM resources, proposed acquisitions to the Collections Committee must be accompanied by a Collection Impact Statement (Appendix A) assessing the relevancy of the objects to the Mission and Scope of Collections of the YCM and the amount of space, cost, and other resources that will be required to permanently house the objects.

Accession decisions for the YCM are made by the Collections Committee. The committee is composed of the three or more board members, the executive director, and one or two curatorial staff members. The committee meets on an as-needed basis. Items for acquisition, deaccession, and loan will be individually voted upon by the committee members. A 51% majority is required to approve all actions of the Collections Committee. In the case of a tie, the Chair's vote will be the deciding vote. The Committee Chair will either be the executive director or an appointed board member. Any member may give another member their proxy vote meaning a voting member assigns their vote to another member. Once a proposed accession is approved, the curator of collections will begin the Accession Process (Appendix B).

The YCM follows all relevant guidelines for federally regulated objects in its collections including the Native American Graves Protection and Repatriation Act (NAGPRA) and relevant firearms laws and regulations. The Museum will not accept items that do not have clear provenance, that are suspected forgeries, items whose condition has rendered them useless or too costly to conserve, or those items that do not fit the YCM mission.

### **Donations**

#### *Permanency*

All donations represent permanent gifts. Donors relinquish all rights to the items and the materials become the sole property of the Yellowstone County Museum.

#### *Collection Use*

Donated items will not always be on exhibit. Collections are made available for study to a wide range of researchers. Materials are loaned to other museums that meet environmental and security standards. Images of objects are used in publications and employed in a variety of educational programs for children and adults.

#### *Donation Process*

Before reviewing an acquisition, the following information is required:

- Contact information including name, phone, email, and mailing address.

- Assurance that the potential donor has the legal right to donate the offered items.
- A physical description of the offered material, including types of objects, numbers, sizes, and condition.
- A provenance of the object with any known information on when and where they were made, who first owned or used them, and how the potential donor acquired them.

The Collections Committee will meet within one month upon receiving the required information (the committee can meet via email). A potential donor may choose to leave an object in the custody of the Museum before committee review by completing a Temporary Custody Form (Appendix H). No object can be left at the Museum without a completed Temporary Custody Form.

If the items are accepted a member of the committee will contact the donor to gather any additional information needed, arrangement for pick-up/delivery of the donation, and complete the necessary paperwork. Two copies of the Deed of Gift Form (Appendix C) will be signed by the donor and a representative of the Collections Committee. One copy is kept by the donor and will serve as an official receipt for the gift. All paperwork regarding the transfer of ownership is kept on permanent record at the Museum. After being accepted into the collection, the Curator of Collections will begin the Accession Process (Appendix B) and complete a Condition Report Form (Appendix D).

If the acquisition is declined, a member of the Collections Committee will contact the donor to inform them of the Museum's decision and offer recommendations to assist in finding another suitable repository. If the object was left at the Museum with a Temporary Custody Form, a member of the committee will inform the prospective donor that they have sixty days to pick-up the object(s) during normal Museum hours. If the donor does not pick-up their object(s) within the timeframe, the procedures for abandoned property in the *Objects in Custody* section of this document will be followed.

Contributions to the Yellowstone County Museum are tax deductible. It is the donor's responsibility to determine value or secure any needed appraisal. As the receiving institution we cannot perform, or be party to, appraisals because doing so would constitute a conflict of interest.

#### *Purchase Process*

Before reviewing a potential new purchase, the following information is required:

- Contact information of the seller including name, phone, email, and mailing address.
- Assurance that the potential seller has the legal right to sell the offered items.
- A physical description of the offered material, including types of objects, numbers, sizes, and condition.
- A provenance of the object with any known information on when and where they were made, who first owned or used them, and how the potential seller acquired them.

The Collections Committee will meet within 2-weeks upon receiving the required information (the committee can meet via email). The committee can directly approve purchases of less than \$1,000. Purchases over \$1,000 require the approval of the Foundation Board of Directors.

If the items are accepted a member of the committee will contact the seller to gather any additional information needed, arrangement for pick-up/delivery of the object(s), and complete the necessary paperwork. Two copies of the Deed of Gift Form (Appendix C) and proof of payment will be signed by the seller and a representative of the Collections Committee. One copy of each is kept by the seller and will serve as an official receipt for object(s). All paperwork regarding the transfer of ownership is kept on permanent record at the Museum. After being accepted into the collection, the Curator of Collections will begin the Accession Process (Appendix B) and complete a Condition Report Form (Appendix D).

If the acquisition is declined, a member of the Collections Committee will contact the seller to inform them of the Museum's decision.

### **Bequests**

The YCM recognizes the importance of bequests with regards to collection objects but is not under any obligation to accept bequeathed objects. The Collections Committee will review a bequeath following the same guidelines and procedures as other donated objects.

### **Incoming Loans**

Incoming loans are considered by the YCM for the purposes of outreach education, research, and exhibition to further the YCM's mission. Loans cannot be accepted or extended for reasons other than the approved educational purpose.

Incoming loans are proposed by a member of the Collections Committee via the Incoming Loan Form (Appendix E) to the Collections Committee. After approval by the Committee, the member that made the proposal initiates contact with the lender to arrange shipping, paperwork, and appropriate cataloging and condition reporting of objects upon arrival.

### *Condition of Loaned Property*

The YCM gives loaned items the same care it gives comparable property of its own. Precautions will be taken to protect the property from fire, theft, mishandling, dirt, insects, extreme light, temperature, and humidity while in the Museum's custody. It is understood by the Lender and the YCM that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible.

The condition of the property is assessed on arrival. Evidence of damage at the time of receipt or while in the YCM's custody will be reported immediately to the Lender at the Lender's last known address or email. The Lender is responsible for notifying the YCM of changes of address or changes in ownership of the property. The Lender will be requested to provide written authorization for any alteration, restoration, or repair of the property.

### *Shipping*

The Collections Committee determines whether the YCM or Lender will cover shipping costs. The Lender certifies that the objects lent are in such condition as to withstand ordinary strains of packing, transportation, and handling. A written report of the condition of objects prior to shipment must be sent by the Lender to the YCM. Otherwise, it will be assumed that objects are received in

the same condition as when leaving the Lender's possession. Condition records will be made at the YCM on arrival and departure of property.

### *Insurance*

Property will be insured in the amount specified by the YCM under its regular policy subject to its standard exclusions. Insurance will be placed in the amount of the value as specified by the Lender on the face of the Incoming Loan Form, which must reflect fair market value. If the Lender fails to indicate an amount, the Museum, with the implied concurrence of the Lender, will set a value for purposes of insurance for the period of the loan. Said value does not constitute an appraisal.

If the Lender elects to maintain his/her own insurance coverage, then, prior to shipping, the YCM must be supplied with a certificate of insurance naming the Museum as an additional insured or waiving rights of subrogation. If the Lender fails to provide that certificate, this failure shall constitute a waiver of insurance by the Lender.

If insurance is waived by the Lender, that waiver shall constitute the agreement of the Lender to release and hold harmless the YCM from any liability for damages to or loss of the loan property.

In the case of long-term loans, it is the responsibility of the Lender to notify the Museum of current insurance valuations.

The amount payable by insurance secured in accordance with this loan agreement is the sole recovery available to the Lender from the YCM in the event of loss or damage.

### *Reproduction and Credit*

The YCM may photograph or reproduce objects lent for educational and publicity purposes. It is understood that items on exhibit may be photographed by the general public. Unless otherwise instructed in writing, the Museum will give credit to the Lender as specified on the Incoming Loan Form in any displays or publications.

### *Change of Ownership or Address*

It is the responsibility of the Lender or the Lender's agent to notify the YCM promptly in writing if there is any change in ownership of the property or if there is a change in the identity or address of the Lender. The YCM assumes no responsibility to search for a Lender who cannot be reached at the address of record.

### *Return of Loans*

Unless otherwise agreed in writing, a loan terminates on the date specified in the Incoming Loan Form. If no date is specified, the loan shall be for a reasonable period of time (generally for no more than two years). Upon termination of a loan, the Lender is on notice that a return or renewal is required. Property will be returned only to the Lender or to a location mutually agreed upon in writing by the YCM and the Lender. In case of uncertainty, the YCM reserves the right to require a Lender to establish title by proof satisfactory to the Museum. When the loan is returned, the YCM will send the Lender a receipt form. If that form is not signed and returned within thirty (30) days after mailing, the YCM will not be responsible for any damage or loss. The failure of the

Lender to keep a current address on file with the YCM may result in the loss of title to the loaned property.

### *Miscellaneous*

The Incoming Loan Form represents the entire understanding of all the parties, supersedes any and all other and prior agreements between the parties and declares all such prior agreements between the parties null and void. The terms of this Form may not be modified or amended, except in writing signed by the party to be charged. The Incoming Loan Form shall insure to the benefit of, and shall be binding upon, the successors, heirs, executors, and administrators of the parties hereto.

### **Outgoing Loans**

Outgoing loans will only be considered when the requesting organization is a non-profit museum or institution, a for profit museum, or government entity. Outgoing loans to corporations or individual homes will not be considered. Outgoing loan requests are made using the Outgoing Loan Form (Appendix F). Outgoing loan requests will be presented to the Collections Committee by the proposing member. Approval for all outgoing loans is made by the Collections Committee. Information needed for the outgoing loan request includes dates of the loan, name and accession number of the object(s) requested, contact information of the requesting institution, use of the object(s) while on loan, insurance statement, and facility report for the institution and all other venues.

### **Existing Long-Term Loans**

The YCM has three incoming collections on long-term. The Larry Williams collection consists of 134 accession records related to the Ghost Dance of 1890.

The Allison Collection consists of 98 accession records of Plains Indian artifacts dating from 1880 to 1940. The loan was accepted in 1995 before the YCM Collections Management Policy was established.

The Partington Collection consists of 136 accession records of Plains Indian artifacts dating from 1880 to 1940. The loan was accepted in 1963 before the YCM Collections Management Policy was established.

### **Repatriation**

The Yellowstone County Museum complies with the legal and ethical principles of the Native American Graves Protection and Repatriation Act (NAGPRA) passed by the U.S. Congress in 1990 (Public Law 601-101 and the Final Regulations, 43 CFR 10). The YCM works with federally recognized Indian Tribes and Nations of the United States to identify and repatriate cultural items defined by NAGPRA; and with Canadian First Nations to identify and repatriate cultural items described by NAGPRA under Center policies and international laws. Objects governed and defined by NAGPRA include human remains, funerary and sacred objects, and objects of cultural patrimony. The Executive Director serves as the YCM's NAGPRA contact for related inquiries, reports, visits, requests, and claims. Members of the Collections Committee will be consulted as needed and informed of repatriation requests. The Collections Committee will develop a recommendation for repatriation requests in which the final decision is made by the YCM Foundation Board of Directors.

### **Deaccessions**

The YCM recognizes that removing objects from the collections is an important collections management tool. Deaccession proposals are made by a member of the Collection Committee to the full Collections Committee by using the Deaccession Form (Appendix G). Deaccession recommendations are made by a majority vote of the Collections Committee and approved by a majority vote of the YCM Foundation Board. The Deaccession Form outlines specific details about the object(s), the reason(s) for deaccessioning, and the method of disposal. Approved disposal methods are as follows: destruction, transfer to another nonprofit institution, or public auction.

Before being proposed for deaccession, all reasonable efforts shall be made to ascertain that the YCM is free to do so, and every reasonable effort will be made to follow restrictions placed on former gifts. Potential reasons for deaccessioning include but are not limited to: the object(s) do not meet the YCM collecting scope, are not suitable for fulfilling the mission of the YCM, are not physically able to be exhibited or stored, the object is culturally sensitive and should be repatriated, the object requires conservation expenses that are greater than its value to the Museum, the object does not have clear provenance or is suspected of being illegal or unethical to retain, or it has been determined that the object is a forgery.

Disposition of permanent collection objects deaccessioned from YCM collections should be disposed of in such a manner that best supports the mission of the Museum. The public's interest and trust is of paramount consideration in the deaccessioned object's final physical disposition. Donor intent, scholarly, and community interests, and the YCM's financial resources must all be carefully considered throughout the disposal process.

Unless such a provision exists in the Deed of Gift, no deaccessioned object the Society holds free and clear title to may be returned to the donor or her/his descendants. The Museum shall ensure the disposition of such objects will continue to serve the public interest. Deaccessioned objects may not be directly sold or given to YCM volunteers, employees, board members, or their immediate family members.

Should the deaccessioned object be recommended for sale by the Collections Committee, the voting majority shall determine if the object(s) requires appraisal before disposition. If an appraisal is desired, the executive director shall seek the services of two or more qualified appraisers to determine the fair market value of the object at the time of deaccessioning. Upon approval of deaccession of any object to be sold, the executive director shall seek the most advantageous sale possible. Sale proceeds shall be earmarked for the purpose of new collections acquisitions.

### **Repository Agreements**

The YCM may serve as a repository for collections not owned by the Museum under specific and unique agreements. Objects at the YCM under these agreements will not be accessioned, as ownership has not been transferred, but will be numbered and tracked in similar means as collection objects. Any repository agreements that the YCM enters into will be kept on file at the



Museum and will be reviewed on a yearly basis. Repository agreements will govern restrictions on use, access, photography, and research.

### **Objects in Custody**

Objects in custody are objects at the YCM that the Museum has not taken ownership of under a donation or loan agreement. These could include objects that are left accidentally or on purpose by the owner for donation but not accepted by the YCM, objects accepted by a Curator for review under a Temporary Custody Form (Appendix H), unclaimed or abandoned loans, or objects found in collection that are unmarked and have no existing records. No object(s) can be left at the Museum without a completed Temporary Custody Form.

Any unsolicited objects mailed to the YCM or objects left behind at the YCM without a Temporary Custody Form will be examined for any evidence that could reveal the object's owner. If no such evidence can be found, the object will be documented and kept for six months. If after that time no claim has been made on the object, it shall be reviewed by the Collections Committee and either taken into the collection, disposed of, or donated to a nonprofit organization.

Objects accepted by a member of the Collections Committee under a Temporary Custody Form will be reviewed by the Collections Committee within one-month of receipt. The accepting member will present the reasons why the items were accepted and their usefulness to the YCM's mission. The Collections Committee will review the objects and has the authority to determine if the objects should be returned to the owner or kept on a temporary custody basis.

Abandoned property, unclaimed old loans, and found in collections objects will be evaluated annually by the curator of collections and presented to the Collections Committee for a decision about whether to dispose of or accession the items. Objects with no discernible donor, received date, or other documentation related to its acquisition that are to be accessioned will be categorized as FIC (Found in Collection). FIC objects are cataloged and assigned a standard three-part number. The object then becomes part of the permanent collection and is subject to all of the rights and privileges associated with objects in the permanent collection. If the FIC object is eventually deemed unworthy of the permanent collection, standard deaccession policies and procedures apply. The current found in collection accession numbers include 2003-1033, 2004-1033, and 2022-1008.

The Museum accedes to the Museum Loan Act (Montana Code Annotated Title 22, Chapter 3, Part 5) when addressing abandoned or unclaimed loaned artifacts (Appendix J). The 1985 Act's stated purpose is:

The people of Montana have an interest in preserving and protecting objects of scientific, historic, artistic, or cultural value and making them accessible to the public. The purpose of this part is to serve this interest by establishing a uniform procedure for lenders to preserve their interests in property loaned to museums; to require lenders to notify museums of changes of address and transfers of ownership of loaned property; and to vest title to unclaimed property in the museum that holds it.

The YCM fulfills the requirements of this act by providing lenders with a copy of the document titled Notice of Museum Loan Act Requirements which details the procedures for maintaining contact with lenders of artifacts, and a means for addressing abandoned and unclaimed loans (Appendix K).

### **Appraisals**

YCM staff shall not engage in financial appraisals of materials appropriate to the permanent collection nor may they offer tax advice or interpret tax law for donors or sellers, prospective donors or sellers, or the general public.

### **Collections Care and Conservation**

The YCM applies the highest standards for the care of collections whether in storage, on exhibit, or on loan. The Museum strives to meet all national museum standards such as those proposed by the American Association of Museums and the American Association for State and Local History, as well as other professional museum organizations.

Minimal fluctuation in temperature and relative humidity; minimal exposure to dirt, pollutants, and handling; and accepted light levels are key factors to ensuring the collection's preservation. On-site and off-site storage and exhibition environments are monitored consistently. Monthly pest inspections are conducted to quickly identify and address potential pest problems. Museum staff and volunteers are trained in rudimentary preservation techniques and methods. A trained professional conservator will be involved in any preservation or conservation decision when no YCM staff member has the required knowledge, training, and practice. As conservation work is expense, the executive director will work to secure funding for specific conservation projects on an as needed basis. Documentation of all conservation work is required for the permanent record.

### **Staff Responsibilities**

All staff at the YCM are responsible for ensuring that the collections in care of the Museum are protected and preserved to the best of the YCM's ability within the constraints of infrastructure and budget. It is important that each member of staff working with collections care understand their role regarding safekeeping of collection objects. The executive director and curator of collections share the responsibility for assessing the condition, storage, and exhibit needs of objects. Staff members also work together to manage the care and handling of objects when being prepared for shipment, exhibition, or when moving throughout the building. The curator of collections assigns unique numbers to objects and ensures that objects are cataloged and recorded.

### *Documentation*

The YCM recognizes the importance of all records and information to secure the proper care, maintenance, and understanding of the collection. All supporting evidence for the collection – the Deed of Gift Form, identification information, cataloging, condition, history, value, use, and any other relevant information will be retained permanently through two hard copies: one at the YCM and another at the offsite storage unit. Efforts will be made by the curator of collections to digitize all paper records to Catalogit as time permits. The curator of collections is responsible for maintaining and updating all records.

*Inventory*

The curator of collections is responsible for conducting all inventories which assess the condition of the collection, maintain consistent and accurate records, and create more storage space by consolidating objects in archival containers. A monthly spot inventory of the permanent collection is conducted using the Spot Inventory Form (Appendix I). Inventories of exhibit galleries are performed regularly. All items on loan to the YCM will be fully inventoried bi-annually. Items not found during an inventory will be immediately documented as missing on the CatalogIT database. This is done by adding “Missing” as a location. In the description, outline other potential locations for the object, the suspected reasons why the objects have not been located, the steps taken to locate the objects, and any future steps that can be taken to locate the item.

*Object Handling and Shipping*

All collection objects are handled with the highest level of professional care. Museum staff and volunteers can handle objects only after completing training from the curator of collections.

Collection objects are packed for shipping when incoming loans or temporary custody objects are returning to their owners, outgoing loans are shipping to their borrower, or traveling exhibits are moving on to their next venue. Safely packing collection objects for shipping is the responsibility of the curator of collections. Objects will be packed using standard professional practices, archivally sound materials, and ensuring that maximum protection is provided for the objects.

**Access to the Collections**

Access to YCM collections is granted in an equitable fashion. Requests from the public to view collections, objects, or records of the YCM not in public view are provided by appointment only. Public requests to view specific collections or objects can be made to YCM staff in-person or by contacting the e-mail or phone number listed on the Museum website. Museum staff will respond to requests within five business days of receiving the request. Access may be limited by policy, staff availability, or care and security concerns. The YCM reserves the right to charge a user fee for any public use. All access requests must be balanced with concerns for adverse impacts on the collection’s preservation and the staff resources required to monitor such visits. Public access to collection records associated with loaned objects are confidential and cannot be released without the consent of the object owner. The majority of the collection is not available online. Samples of the collections can be seen on the Museum website and FaceBook page.

**Sacred or Culturally Sensitive Objects**

The YCM recognizes its role as a caretaker of sacred and/or culturally sensitive objects (which include human remains, funerary and sacred objects, and objects of cultural patrimony as defined by NAGPRA policy stated in this document or determined by consultation with Indian tribal representatives) from North American Indian cultures. All sensitive objects are stored in a location considering the particular object and are marked by non-permanent paper tags. Such objects are not treated, frozen, or physically altered through conservation or destructive analysis without consultation of the culturally affiliated Indian tribal official in conjunction with the curator of collections. Handling and storage procedures will accommodate museum and cultural practices based on consultation with tribal representatives. Records of these objects are held at

the Museum and are not available to the public without special approval. Image restrictions are placed on these records for internal collection management database users and researchers. Sacred and culturally sensitive objects are not available for loan or research except for requests from officials of a culturally affiliated tribe for religious or ceremonial purposes as defined under NAGPRA. The YCM does not own, acquire, lend, or borrow human remains.

### **Destructive Sampling**

All destructive sampling requests are reviewed and approved by Collections Committee when the following criteria are met: the quality and quantity of the information is of such importance to justify the sampling, the information can only be obtained through sampling, and proof that the sampler can safely and appropriately extract the necessary information. All sampling must be done under the approval and supervision by curatorial staff and be fully documented in the object's record.

### **Photography of Collection Objects**

Photography and filming of collection objects is permissible unless signage in an exhibit states otherwise or unless lenders have imposed photography restrictions on their objects. When supplementary light sources are needed for approved commercial or internal photography, they will be kept at a distance of 2 feet away from any collection objects and monitored by collections staff. Light and heat sensitive objects will not be permitted to be filmed with use of hot lights. The curator of collections reviews and approves all requests for commercial/non-profit filming or photography in the galleries.

### **Risk Management**

The YCM acknowledges that the identification of risks is an important part of collection stewardship. The following measures are taken to prevent and mitigate identified risks. As additional risks are uncovered, other measures will be taken, as necessary.

#### *Preventative Conservation*

Collections are integral in fulfilling the mission of the YCM. For this reason, measures are taken to manage the physical environment of the storage and exhibition areas. Preventative care is practiced in the following ways: maintaining a stable environment for collection objects, safe handling procedures and practices, maintaining appropriate security, integrated pest management, use of archival materials, professional grade storage furniture, maintaining active fire prevention and detection, active flood detection and prevention, limitation of food and drink in collection storage areas, limitation of food in exhibit areas, and careful evaluation of new acquisitions.

#### *Climate*

The YCM acknowledges its role in keeping a steady climate in order to provide the best situation for all objects in its care. Climate is monitored and recorded daily by the curator of collections.

#### *Security*

The executive director is responsible for training all staff in securing the collections. The Museum has a security system that only key staff and the President of the Foundation Board have the ability to disarm.

### *Pest Management*

The YCM recognizes that pests (plants, animals, and other organisms) in museums present a direct threat to museum collections. The YCM strives to eliminate pest infestations and minimize pest activity through prevention, early detection, and monitoring. The executive director is responsible for hiring a pest management contractor who regularly treats and checks for pests at all YCM facilities. The curator of collections is responsible for tracking, recording, and managing all pest instances. It is the responsibility of all Museum affiliates to contribute to the prevention of pest problems.

### *Emergency Response Plan*

The YCM is dedicated to the preservation of the collection in the event of an emergency. Human safety is top priority closely followed by the safety of the collection. Staff training on and updating of YCM Disaster Plan is the responsibility of the executive director.

### *Insurance*

Yellowstone County maintains a Fine Art Insurance policy for the objects in the permanent collection and on loan to the Museum. The executive director is responsible for annual review and renewal of the Museum's insurance policy.

### **Promulgation**

The Yellowstone County Museum Foundation Board of Directors adopted this Collections Management Policy on January 10th, 2023. The policy was last updated and approved on June 13th, 2023. The Yellowstone County Museum executive director and curatorial staff are charged with revising and updating the Collections Management Policy as necessary.

*Susan Edwards*

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Susan Edwards  
Yellowstone County Museum Foundation  
Board of Directors President

*Terrance L Steiner*

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Terrance L. Steiner  
Yellowstone County Museum Foundation  
Executive Director



## **Appendix A: Collection Impact Statement**

Proposed Incoming Collection Description:

How does this collection further the YCM Mission?

Is the collection relevant to the YCM Scope of Collections? How so?

Does the YCM already have objects in the collection that serve the same purpose as the proposed acquisition? If yes, what is the justification for taking in this collection?

Amount of space that will be required to store the collection:

Resources and time that will be required to house the objects with associated costs:

Long term storage costs:

Comments and/or Concerns:



## **Appendix B: Accession Process**

Accessioning is a formal process necessary for the YCM to establish legal, physical, and intellectual control of the objects acquired by the Museum. Proper accession procedure is as follows:

- A transfer of title document, which may be a Deed of Gift, a Bill of Sale, or a Will, is required to transfer ownership rights to the Museum. A Deed of Gift Form (Appendix C) must be signed by the donor and authorized by either the Curator of Collections or Executive Director. Bills of Sale and Wills must state the Yellowstone County Museum as the sole acquirer or beneficiary. The transfer of title document will be retained in the Accession File.
- Upon receipt of the transfer of title document, the Curator of Collections will send a letter to the donor, seller, or executor of the estate acknowledging the benefactor and the status of the acquisition. A copy of the correspondence and any additional documentation will be retained in the Accession File.
- Curatorial Staff will examine and document each individual object in the accession; each object will be assigned a unique object identification number, photographed, measured, recorded in detail, and condition documented. This information will be retained in CatalogIT, the Museum's digital database.
- All accessioned objects will be designated a permanent location in the Yellowstone County Museum or in an offsite collections storage facility. Once the objects have been stored in their permanent locations, the Curator of Collections will generate a copy of the catalog records for each object, which will then be stored in binders sequentially by Accession Number.

## **History of YCM Cataloging System**

When the YCM was established in 1953, the staff at that time implemented a manual, card-based cataloging system. The system used the 3 number system: year, accession number, object ID number. Since the collection was largely built by repeat donors over the course of several years, the staff designated accession numbers to specific donors, a practice that continued for the next several decades. For example, Luke Sweetman, a repeat donor has accession 1979-0864 and 1982-0864, the second number being retained across both accessions. This practice was largely abandoned sometime in the 1980s; instead, numbers were assigned on a first come, first serve basis, and numbers were no longer designated for specific donors.

Sometime in the early 2000s, the YCM began migrating the collection data to a computerized cataloging system PastPerfect IV, the standard museum software at the time. The data migration duties changed hands several times as old staff members left and new joined. The process was inconsistent: many records were uploaded without photographs, with meager descriptions, and with sparse or sometimes confusing location data. The migration process created many anomalies, where many objects could not be reconciled with their records. This prompted the creation of the accession numbers 2003-1033 and 2004-1033, Found in Collections (FIC) record.

The Museum used PastPerfect IV for most of the next two decades. In 2017, the YCM partnered with the now disbanded Billings Baseball Preservation Society (BBPS) to catalog their collections. The partnership was somewhat ambiguous: the BBPS maintained their records on a separate PastPerfect IV system, but the curator retained the computer on which the records were located. The YCM began using a separate numbering system in the event that the two versions of PastPerfect were someday merged. For example, the YCM would use the accession number 2017-1001 for their first accession of 2017, while the BBPS would use the accession number 2017-001 for the first accession of 2017. In 2021, the BBPS dissolved, and gave all rights to their collection to the YCM.

In 2020, the Museum migrated the collections data from PastPerfect to CatalogIT, a browser-based museum software. The baseball collection was migrated in 2022. All new accessions are entered using the CatalogIt database.





Yellowstone County Museum  
1950 Terminal Circle  
Billings, MT 59105

## Appendix C: Deed of Gift Form

### Yellowstone County Museum Deed of Gift Form

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

I confirm that I have the legal ownership of the item described below and desire to give this item to the Yellowstone County Museum (YCM). I do hereby irrevocably and unconditionally transfer to the YCM all rights, title, and interests, including all copyrights and trademarks, of the donated item(s) to the museum listed above. Donations to the YCM can be claimed as a tax deductible item. Donors should contact a third party, at their own costs, if an appraisal is desired. The museum will not set a monetary value to any object. Please make sure you read and understand the YCM Collections Management Policy before signing this document.

Description (include where the items came from, what they were used for, who owned them, and any other relevant information):

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Have you Donated to the YCM before? Yes / No

Preferred Credit Line: \_\_\_\_\_

#### **Donor:**

I, hereby, understand and agree to the conditions and terms that are stated in the YCM's Collections Management Policy. The information stated above is the truth to the best of my knowledge.

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

**YCM Collections Committee Member:** I approve this item be taken in the YCM Collection.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



## Appendix D: Condition Report Form

### REASON FOR EXAMINATION (CHECK ONE)

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> AT ACQUISITION  | <input type="checkbox"/> LOAN IN – INCOMING  | <input type="checkbox"/> LOAN IN – INCOMING |
| <input type="checkbox"/> CONSERVATION    | <input type="checkbox"/> LOAN IN – RETURN    | <input type="checkbox"/> POST EXHIBIT       |
| <input type="checkbox"/> DAMAGE          | <input type="checkbox"/> LOAN OUT – OUTGOING | <input type="checkbox"/> PRE EXHIBIT        |
| <input type="checkbox"/> INCOMING REPORT | <input type="checkbox"/> LOAN OUT – RETURN   | <input type="checkbox"/> ROUTING REPORT     |
| <input type="checkbox"/> INVENTORY       | <input type="checkbox"/> OUTGOING REPORT     | <input type="checkbox"/> TREATMENT REPORT   |

### OVERALL CONDITION (CHECK ONE)

- |                                    |                                   |
|------------------------------------|-----------------------------------|
| <input type="checkbox"/> EXCELLENT | <input type="checkbox"/> POOR     |
| <input type="checkbox"/> VERY GOOD | <input type="checkbox"/> UNRATED  |
| <input type="checkbox"/> GOOD      | <input type="checkbox"/> STABLE   |
| <input type="checkbox"/> FAIR      | <input type="checkbox"/> UNSTABLE |

### CONDITION DETAIL (CHECK ALL THAT APPLY)

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> ABRASION          | <input type="checkbox"/> CUPPING            | <input type="checkbox"/> HAIR LOSS        | <input type="checkbox"/> SOILING, GRIME   |
| <input type="checkbox"/> ACCRETION         | <input type="checkbox"/> DELAMINATION       | <input type="checkbox"/> HAZARDOUS        | <input type="checkbox"/> SPALLING         |
| <input type="checkbox"/> ACIDIC            | <input type="checkbox"/> DENT               | <input type="checkbox"/> INFESTATION      | <input type="checkbox"/> SPATTER          |
| <input type="checkbox"/> ADHESIVE RESIDUE  | <input type="checkbox"/> DISCOLORATION      | <input type="checkbox"/> INPAINTING       | <input type="checkbox"/> SPLIT SEAM       |
| <input type="checkbox"/> ALLIGATORING      | <input type="checkbox"/> DISFIGURED         | <input type="checkbox"/> IRIDESCENCE      | <input type="checkbox"/> SPLITTING        |
| <input type="checkbox"/> BLEACHING         | <input type="checkbox"/> DISJOIN            | <input type="checkbox"/> LIFTING          | <input type="checkbox"/> STAINS           |
| <input type="checkbox"/> BLEEDING          | <input type="checkbox"/> DISTORTION         | <input type="checkbox"/> LOOSENESS, SLACK | <input type="checkbox"/> STRETCHER CREASE |
| <input type="checkbox"/> BLISTERING        | <input type="checkbox"/> DRAW               | <input type="checkbox"/> LOSS             | <input type="checkbox"/> STRUCTURAL       |
| <input type="checkbox"/> BLOOM             | <input type="checkbox"/> DRY ROT            | <input type="checkbox"/> MECHANICAL,      | <input type="checkbox"/> INTEGRITY        |
| <input type="checkbox"/> BREAK             | <input type="checkbox"/> DUST, PARTICULATES | <input type="checkbox"/> HANGING STRESS   | <input type="checkbox"/> SUGARING         |
| <input type="checkbox"/> BUBBLING          | <input type="checkbox"/> EFFLORESCENCE      | <input type="checkbox"/> MISSING AREAS,   | <input type="checkbox"/> SWEATING         |
| <input type="checkbox"/> BUCKLING          | <input type="checkbox"/> EMBRITTLEMENT      | <input type="checkbox"/> HOLES            | <input type="checkbox"/> TACKY SURFACE    |
| <input type="checkbox"/> BURNING, CHARRING | <input type="checkbox"/> FADING             | <input type="checkbox"/> MOLD, MILDEW     | <input type="checkbox"/> TARNISH          |
| <input type="checkbox"/> CHALKING          | <input type="checkbox"/> FERROTYPING        | <input type="checkbox"/> ODOR             | <input type="checkbox"/> TEAR             |
| <input type="checkbox"/> CHECKING          | <input type="checkbox"/> FINGER PRINTS,     | <input type="checkbox"/> OXIDIZATION      | <input type="checkbox"/> TENTING          |
| <input type="checkbox"/> CHIP, CHIPPING    | <input type="checkbox"/> MARKS              | <input type="checkbox"/> PERFORATION      | <input type="checkbox"/> UNSTABLE         |
| <input type="checkbox"/> CLEAVAGE          | <input type="checkbox"/> FLAKING            | <input type="checkbox"/> PEST DAMAGE      | <input type="checkbox"/> WARPING          |
| <input type="checkbox"/> COCKLING          | <input type="checkbox"/> FOGGING            | <input type="checkbox"/> PITTING          | <input type="checkbox"/> WEAR             |
| <input type="checkbox"/> CORROSION         | <input type="checkbox"/> FOLD               | <input type="checkbox"/> RED ROT          | <input type="checkbox"/> WEATHERING       |
| <input type="checkbox"/> CRACK             | <input type="checkbox"/> FOXING             | <input type="checkbox"/> RESIDUE          | <input type="checkbox"/> WEEPING          |
| <input type="checkbox"/> CRACKLE           | <input type="checkbox"/> FRACTURE           | <input type="checkbox"/> RUST             | <input type="checkbox"/> WRINKLING        |
| <input type="checkbox"/> CRAZING           | <input type="checkbox"/> FRAYED, FRAYING    | <input type="checkbox"/> SCRATCH          | <input type="checkbox"/> YELLOWING        |
| <input type="checkbox"/> CREASING          | <input type="checkbox"/> FRILLING           | <input type="checkbox"/> SHRINKAGE        |   |
| <input type="checkbox"/> CROCKING          | <input type="checkbox"/> GOUGE              | <input type="checkbox"/> SILVERING        |   |

### CLEANLINESS (DESCRIBE THE CLEANLINESS OF THE OBJECT)

**SURFACE (DESCRIBE THE CONDITION OF THE SURFACE)**

**STRUCTURE (DESCRIBE THE CONDITION OF THE UNDERLYING STRUCTURE)**

**PARTS (DESCRIBE THE CONDITION OF THE PARTS, NOTE IF MISSING PARTS)**

**MECHANISM (DESCRIBE THE CONDITION OF THE MECHANISM, IF THERE ARE ANY MOVING PARTS)**

**NOTES/RECCOMENDATIONS**

**EXAMINER:** \_\_\_\_\_ **EXAMINATION DATE:** \_\_\_\_\_



Yellowstone County Museum  
1950 Terminal Circle  
Billings, MT 59105

## Appendix E: Incoming Loan Form

# Yellowstone County Museum Incoming Loan Form

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

I confirm that I have the legal ownership of the item described below and desire to give this item to the Yellowstone County Museum (YCM). I do hereby irrevocably and unconditionally transfer to the YCM all rights, title, and interests, including all copyrights and trademarks, of the donated item(s) to the museum listed above. Donations to the YCM can be claimed as a tax deductible item. Donors should contact a third party, at their own costs, if an appraisal is desired. The museum will not set a monetary value to any object. Please make sure you read and understand the YCM Collections Management Policy before signing this document.

Description (include where the items came from, what they were used for, who owned them, and any other relevant information):

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Time Period of Loan: \_\_\_\_\_

Loan Stipulations: \_\_\_\_\_

Preferred Credit Line: \_\_\_\_\_

### **Lender**

I, hereby, understand and agree to the conditions and terms that are stated in the YCM Incoming Loan Form. The information stated above is the truth to the best of my knowledge.

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

### **YCM Collections Committee Member:**

I approve this item to be taken in the YCM Collection as a loan.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

[info@ycmhistory.org](mailto:info@ycmhistory.org)

(406) 256-6811



## Appendix F: Outgoing Loan Form

### Yellowstone County Museum Outgoing Loan Form

A borrower must be an institution that can provide evidence of its ability to care for loaned collections in compliance with generally accepted professional museum standards as defined by the American Association of Museums. The conditions of the loan of any catalogued item are intended to protect the item and provide for its safe return. Such conditions include, but are not restricted to, the following terms:

- Borrowers must provide information stating the name of the organization requesting the loan; the beginning and ending dates of the loan; the method of transportation; security precautions; the exhibition site; the beginning and ending dates of the exhibit; responsibility for payment of packing and crating and transportation expenses to and from the Yellowstone County Museum; the title and authority of the person making the loan request; and a description of the items requested for loan.
- Only requests for specific items will be considered. Requests must be accompanied by an explanation of how borrowed items will contribute to the interpretive scheme of the exhibit.
- Institutions requesting a loan from the YCM must complete a facilities report. The profile of the requesting institution as presented by the facilities report must demonstrate acceptable standards and practices in artifact exhibitions, handling, and security.
- The borrowing institution shall furnish the YCM with a condition report for each item loaned upon the loan's arrival at the borrowing institution.
- It is understood that no item may be cleaned, altered, or repaired in any way without written permission from the Yellowstone County Museum. The borrower shall exercise a high degree of care in the preservation and handling of borrowed items.
- The borrowing institution shall notify the YCM immediately if there is any change in the condition or circumstance of a loaned item. Changes requiring notification shall include any type of damage, theft, loss, or removal from an exhibition for any reason.
- A Certificate of Insurance is required by the Museum before any loan is transported to a borrowing institution. All loaned items must be covered for property damage as well as liability for full replacement value of like kind and quality of scheduled or unscheduled fine art and artifacts. The YCM shall be named as an additional insured.
- Photographs of loaned items may not be taken without permission of the YCM Collections Committee. No loaned material, or any part thereof, may be reproduced without the written consent of the YCM.

- Loan agreements may not exceed one year. Extension of any loan agreement must be duly authorized and approved. Loaned items may be subject to recall by the YCM and may not be loaned by the borrower to any other person, organization, or agency.
- The item(s) loaned must be identified in the borrower's exhibit labels and/or any publications as being from the Yellowstone County Museum.
- Loan fees are charged at a rate determined by the Collections Committee. In addition, the borrower shall pay all costs associated with transportation of the loaned material including but not limited to packing, crating, shipping, and insurance. Fifteen days before the expiration of the loan period, the YCM shall be advised of the date of return for the loaned items. If the items loaned are not returned by the date specified in this agreement, the YCM may retrieve the item and bill all costs of retrieval to the institution which failed to return the materials. All costs shall be due and payable immediately.

### Requesting Institution Information

Institution Requesting Loan: \_\_\_\_\_

Primary Contact Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Beginning Date of Loan: \_\_\_\_\_ End Date of Loan: \_\_\_\_\_

Method of Transportation: \_\_\_\_\_

Purpose and Use of Loan: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Requested Items Accession Number(s)	Description

**Requesting Institution**

I, hereby, understand and agree to the conditions and terms that are stated in the YCM Outgoing Loan Form. The information stated above is the truth to the best of my knowledge.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**YCM Collections Committee Member:**

I approve item(s) to be on loan.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Received:

- Facilities Report Complete \_\_\_\_\_
- Condition Report Received \_\_\_\_\_
- Certificate of Insurance Received \_\_\_\_\_

[info@ycmhistory.org](mailto:info@ycmhistory.org)

(406) 256-6811



## **Yellowstone County Museum Deaccession Form**

Appendix G: Outgoing Loan

**Accession number:** \_\_\_\_\_ **Donor:** \_\_\_\_\_

**Item description:**

**Reason for deaccessioning:**

**Means of deaccessioning:**

**Approved for deaccession by the YCM Collections Committee:**

Collections Committee Chair Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**I approve this item be taken out of the YCM Collection:**

YCM Executive Staff Signature: \_\_\_\_\_ Title: \_\_\_\_\_

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





Yellowstone County Museum  
1950 Terminal Circle  
Billings, MT 59105

## Appendix H: Temporary Custody Form

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

The items listed below are left in the custody of the Yellowstone County Museum to be considered for acquisition into the YCM's collection.

If items are not accepted for accession, YCM staff will contact the name listed on this form to pick-up the item(s) within thirty days.

### Description of Item(s):

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### Received from:

\_\_\_\_\_  
Signature Date

### YCM Collections Committee Member:

I approve this item to be taken into temporary custody at the YCM .

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

[illegible]



## **Appendix J: Museum Loan Act**

### **Montana Annotated Code 2021**

#### **Title 22, Chapter 3, Part 5**

**22-3-501. Short title.** This part may be cited as the "Museum Loan Act".

**History:** En. Sec. 1, Ch. 630, L. 1985.

**22-3-502. Purpose.** The people of Montana have an interest in preserving and protecting objects of scientific, historic, artistic, or cultural value and making them accessible to the public. The purpose of this part is to serve this interest by establishing a uniform procedure for lenders to preserve their interests in property loaned to museums; to require lenders to notify museums of changes of address and transfers of ownership of loaned property; and to vest title to unclaimed property in the museum that holds it.

**History:** En. Sec. 2, Ch. 630, L. 1985.

**22-3-503. Definitions.** As used in this part, the following definitions apply:

- (1) "Loan" means a deposit of property not accompanied by a transfer of title to the property.
- (2) "Museum" means an institution located in Montana and operated by a nonprofit corporation or a public agency primarily for educational, scientific, or aesthetic purposes, and that owns, borrows, or cares for and exhibits, studies, or catalogs property.
- (3) "Property" includes any tangible object, animate or inanimate, that has intrinsic historic, artistic, scientific, or cultural value.

**History:** En. Sec. 3, Ch. 630, L. 1985.

**22-3-504. Loans for an indefinite term.**

- (1) If a museum accepts a loan of property for an indefinite term or for a term longer than 7 years, the museum must inform the lender in writing at the time of the loan of the provisions of this part.
- (2) For the purposes of this part, a loan for a specified term becomes a loan for an indefinite term if the property remains in the custody of the museum after the specified term expires.

**History:** En. Sec. 4, Ch. 630, L. 1985.

**22-3-505. Manner of giving notice to lender.** When the provisions of this part require a museum to give notice to a lender, the museum is considered to have given notice if the museum mails the notice to the lender at the lender's address and proof of receipt is received by the museum within 30 days from the date the notice was mailed. If the museum does not have a current address for the lender or if proof of receipt is not received by the museum, notice is considered given if the museum publishes it at least once a week for 3 consecutive weeks in a newspaper of general circulation in both the county in which the museum is located and the county of the lender's most recent address as shown on the museum's records.

**History:** En. Sec. 5, Ch. 630, L. 1985.

**22-3-506. Notice of intent to preserve interest.**

- (1) The owner of property on loan to a museum may file with the museum a notice of intent to preserve an interest in the property. This notice must be in writing and must contain a description of the property adequate to enable the museum to identify the property.

- (2) The filing of a notice of intent to preserve an interest in property on loan to a museum does not validate or make enforceable any claim that would be extinguished under the terms of a written loan agreement or that would otherwise be invalid or unenforceable.
- (3) (a) Unless the loaned property is returned to the claimant, the museum shall retain for not less than 25 years the original or an accurate copy of any notice filed by a claimant under this section.
- (b) The fact that the museum retains a notice may not be construed to mean that the notice is sufficient or accurate or that it is effective to preserve an interest in property on loan to the museum.
- (4) A notice of intent to preserve an interest in property on loan to a museum satisfies the requirements of subsection (1) if it is in substantially the following form and contains the information and attachments described:

NOTICE TO PRESERVE AN INTEREST IN PROPERTY  
ON LOAN TO A MUSEUM

Name of Museum..... Date.....  
Claimant's Name.....  
Address.....  
Telephone.....  
Date Property Loaned.....  
Description of Property..... ..

Documentation of ownership -- check the appropriate box:

- ☐ Legible copy of original loan receipt attached  
☐ Other documentation attached

If you are not the original lender, describe the origin of your interest in the property and attach a copy of any document that creates your interest:

.....

I understand that I must promptly notify the museum in writing of any change of address or change in ownership of the loaned property.

I declare under penalty of false swearing that to the best of my knowledge the information contained in this notice is true.

SIGNED.....

(claimant)

OR I declare under penalty of false swearing that I am authorized to act on behalf of the claimant and am informed and believe that the information contained in this notice is true.  
SIGNED.....

(claimant's representative)

**History:** En. Sec. 6, Ch. 630, L. 1985.

**22-3-507. Notice of change of address or transfer of ownership.** The owner of property on loan to a museum shall notify the museum in writing of any change of address or change in ownership of the property.

**History:** En. Sec. 7, Ch. 630, L. 1985.

**22-3-508. Conservation or disposal of loaned property.**

(1) Unless there is a written loan agreement to the contrary, a museum may apply conservation measures to or dispose of property on loan to the museum without the lender's permission if immediate action is required to protect the property on loan or other property in the custody of the museum or if the property on loan has become a hazard to the health and safety of the public or the museum staff and:

- (a) the museum is unable to reach the lender at the lender's last address of record; or
- (b) the lender will not agree to the protective measures the museum recommends, yet is unwilling or unable to terminate the loan and retrieve the property.

(2) If a museum applies conservation measures to or disposes of property under the provisions of this section, the museum:

- (a) has a lien on the property and on the proceeds of any disposition thereof for the costs incurred by the museum; and
- (b) is not liable for injury to or loss of the property if it:
  - (i) had a reasonable belief at the time the action was taken that the action was necessary to protect the property on loan or other property in the custody of the museum or that the property on loan was a hazard to the health and safety of the public or the museum staff; and
  - (ii) exercised reasonable care in the choice and application of conservation measures.

**History:** En. Sec. 8, Ch. 630, L. 1985.

**22-3-509. Notice of injury or loss.**

(1) A museum shall give a lender prompt notice of any known injury to or loss of property on loan.

(2) A notice of injury or loss must contain the lender's name, the lender's most recent address as shown on the museum's records, the date of the loan, and the name, address, and telephone number of the appropriate office or official to be contacted at the museum for information regarding the loan.

(3) If the museum is unable to give the lender the notice required by this section by mail, the museum shall publish the notice as provided in [22-3-505](#) and in addition shall include a statement containing substantially the following information:

The records of.....

(name of museum)

indicate that you have property on loan to it. Your failure to notify it in writing of a change of address or ownership may result in the loss of rights in the loaned property. See [22-3-507](#), MCA.

**History:** En. Sec. 9, Ch. 630, L. 1985.

**22-3-510. Notice of intent to terminate loan.** A museum may give the lender notice of its intent to terminate a loan made for an indefinite term or for a term longer than 7 years. A notice of intent to terminate a loan must include the lender's name, the lender's most recent address as shown on the museum's records, the date of the loan, and the name, address, and telephone

number of the appropriate office or official to be contacted at the museum for information regarding the loan. In addition, it must include a statement containing substantially the following information:

The records of.....  
(name of museum)

indicate that you have property on loan to it. The institution wishes to terminate the loan. You must contact the institution, establish your ownership of the property, and make arrangements to collect the property. If you fail to do so, you will be considered to have donated the property to the institution. See [22-3-504](#), MCA.

**History:** En. Sec. 10, Ch. 630, L. 1985.

**22-3-511 through 22-3-520 reserved.**

**22-3-521. Limitation on action against the museum.**

(1) No action may be brought against a museum for damages because of injury to or loss of property loaned to the museum more than 3 years from the date the museum gives the lender notice of the injury or loss or 10 years from the date of the injury or loss, whichever occurs earlier.

(2) No action may be brought against a museum to recover property on loan if more than 3 years have passed from the date the museum gave the lender notice of its intent to terminate the loan as provided in [22-3-510](#).

(3) No action may be brought against a museum to recover property on loan if more than 25 years have passed from the date of the last written contact between the lender and the museum, as evidenced in the museum's records.

(4) A lender is considered to have donated loaned property to the museum if the lender fails to file an action to recover the property on loan to the museum within the periods specified in subsections (1) through (3).

(5) A person who purchases property from a museum acquires good title to the property if the museum has acquired title to the property pursuant to subsection (4).

(6) Notwithstanding subsections (3) and (4), a lender who was not given notice that the museum intended to terminate a loan and who proves that the museum received a notice of intent to preserve an interest in loaned property within the 25 years immediately preceding the filing of an action to recover the property may recover the property or, if the property has been disposed of, the reasonable value of the property at the time it was disposed of plus interest at 10% a year.

**History:** En. Sec. 11, Ch. 630, L. 1985.

**22-3-522. Uniform Unclaimed Property Act superseded.** The provisions of this part supersede the provisions of Title 70, chapter 9, except that at its option, a museum may report property that has been on loan unclaimed by its owner for more than 5 years to the department of revenue for disposition as provided in Title 70, chapter 9.

**History:** En. Sec. 12, Ch. 630, L. 1985; amd. Sec. 21, Ch. 16, L. 1991.

**22-3-523. Applicability.** This part applies only to property loaned to a museum on or after October 1, 1985, or to existing loaned property with a market value of \$1,000 or less at the time of disposal.

**History:** En. Sec. 14, Ch. 630, L. 1985.



## **Appendix K: Notice of Museum Loan Act Requirements**

The Museum Loan Act requires that lenders be notified about the following laws when a museum accepts a loan for an indefinite period, or a loan longer than seven (7) years duration. If an item that has been loaned for a specified term remains in the custody of the museum after the expiration of the specified period, it automatically becomes a loan for an indefinite term. (Mont. Code Ann. § 22-3-504.)

An owner of property on loan to a museum shall notify the museum in writing of any change of address or change in the ownership of the property. Your failure to notify the museum in writing of a change of address or change of ownership may result in the loss of rights in the loaned property. (Mont. Code Ann. § 22-3-507.)

It is necessary to keep an accurate address on file with the museum because any notices required to be sent under the Museum Loan Act are considered to have been given if the museum mails notice to the lender at their last known address and proof of receipt is received within 30 days after the notice is mailed. If the museum does not have a current address or if they do not receive a proof for receipt within 30 days, the museum may publish notice in a newspaper of general circulation once a week for three consecutive weeks in the county in which the museum is located and in the county of the lender's most recent address. (Mont. Code Ann. § 22-3-505.)

A museum may give you notice of intent to terminate a loan for an indefinite period or for a term longer than (7) years. The notice will be mailed to your most recent address shown in museum records. The notice must contain a statement that you have property on loan to the museum and the museum wishes to terminate the loan. You must contact the institution, establish your ownership of the property, and make arrangements to collect the property. If you fail to do so, you will be considered to have donated the property to the museum. (Mont. Code Ann. § 22-3-510.)

Upon receipt of a notice of intent to terminate as described above, the owner of property on loan to a museum may file with the museum a notice of intent to preserve an interest in the property. This notice must be in writing and must contain a description of the property adequate to enable the museum to identify the property. (Mont. Code Ann. § 22-3-510.)

The filing of a notice of intent to preserve an interest in property on loan to a museum does not validate or make enforceable any claim that would be extinguished under the terms of a written loan agreement or that would otherwise be invalid or unenforceable. (Mont. Code Ann. § 22-3-510.)

The fact that the museum retains a notice may not be construed to mean that the notice is sufficient or accurate or that it is effective to preserve an interest in property on loan to the museum. (Mont. Code Ann. § 22-3-506.)

A notice of intent to preserve an interest in property on loan to a museum satisfies the requirements of subsection (1) if it is substantially the following form and contains the information and attachments described:

NOTICE TO PRESERVE AN INTEREST IN PROPERTY  
ON LOAN TO A MUSEUM

Name of Museum \_\_\_\_\_

Date \_\_\_\_\_

Claimant's Name \_\_\_\_\_

Address \_\_\_\_\_  
(street address; city; state; zip code)

Telephone \_\_\_\_\_

Date Property Loaned \_\_\_\_\_

Description of Property \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Documentation of ownership – check the appropriate box:

☐ Legible copy of original loan receipt attached

☐ Other documentation attached

If you are not the original lender, describe the origin of your interest in the property and attach a copy of any document that creates your interest:

\_\_\_\_\_  
\_\_\_\_\_

I understand that I must promptly notify the museum in writing of any change of address or change in ownership of the loaned property.

I declare under penalty of false swearing that to the best of my knowledge the information contained in this notice is true.

SIGNED (claimant) \_\_\_\_\_

OR I declare under penalty of false swearing that I am authorized to act on behalf of the claimant and am informed and believe that the information contained in this notice is true.

SIGNED (claimant's representative) \_\_\_\_\_

(Mont. Code Ann. § 22-3-506.)



The museum may apply conservation measures to the loaned property or dispose of the loaned property without your permission if immediate action is required to protect other property in the custody of the museum, or if the property on loan has become a hazard to the health and safety of the public or the museum staff and: (a) the museum is unable to reach you at your last address of record; or (b) you will not agree to the protective measures the museum recommends, yet are unwilling or unable to terminate the loan and retrieve the property. (Mont. Code Ann. § 22-3-508.)

If a museum applies conservation measures to or disposes of property under the provisions of this section, the museum: (a) has a lien on the property and on the proceeds of any disposition thereof for the costs incurred by the museum; and (b) is not liable for injury to or loss of the property if it had a reasonable belief at the time the action was taken that the action was necessary to protect the property on loan or other property in the custody of the museum or that the property on loan was a hazard to health and safety of the public or the museum staff; and exercised reasonable care in the choice and application of conservation measures. (Mont. Code Ann. § 22-3-508.)

The museum must promptly give you notice of any known injury or damage to the property on loan. The notice of injury must contain your name, most recent address as shown on the museum's records, the date of the loan, and the name, address, and telephone number of the appropriate office or official to be contacted at the museum for information regarding the loan. (Mont. Code Ann. § 22-3-509.)

If the museum is unable to give you the notice required by law by mail, the museum shall publish the notice in the newspaper as described above and in addition shall include a statement containing substantially the following information:

The records of the Montana Historical Society indicate that you have property on loan to it. Your failure to notify it in writing of a change of address or ownership may result in the loss of rights in the loaned property. See § 22-3-507, MCA. (Mont. Code Ann. § 22-3-509.)

The law establishes the following statutes of limitations:

- (1) No action may be brought against a museum for damages because of injury to or loss of property loaned to the museum more than three (3) years from the date the museum gives the lender notice of the injury or loss or 10 years from the date of the injury or loss, whichever occurs earlier. (Mont. Code Ann. § 22-3-521.)
- (2) No action may be brought against a museum to recover property on loan if more than three (3) years have passed from the date the museum gave the lender notice of its intent to terminate the loan. (Mont. Code Ann. § 22-3-521.)
- (3) No action may be brought against a museum to recover property on loan if more than 25 years have passed from the date of the last written contact between the lender and the museum, as evidenced in the museum's records. (Mont. Code Ann. § 22-3-521.)

- (4) A lender is considered to have donated loaned property to the museum if the lender fails to file an action to recover the property on loan to the museum within the periods specified in subsections (1) through (3) above. (Mont. Code Ann. § 22-3-521.)
- (5) A person who purchases property from a museum acquires good title to the property if the museum has acquired title to the property pursuant to subsection (4). (Mont. Code Ann. § 22-3-521.)
- (6) Notwithstanding subsections (3) and (4), a lender who was not given notice that the museum intended to terminate a loan and who proves that the museum received a notice of intent to preserve an interest in loaned property within the 25 years immediately preceding the filing of an action to recover the property may recover the property or, if the property has been disposed of, the reasonable value of the property at the time it was disposed of plus interest at 10 percent a year. (Mont. Code Ann. § 22-3-521.)

The provisions of this law supersede the provision of Title 70, chapter 9, except that at its option, a museum may report property that has been on loan unclaimed by its owner for more than five (5) years to the department of revenue for disposition as provided in Title 70, chapter 9. (Mont. Code Ann. § 22-3-522.)

These provisions apply only to property loaned to a museum on or after October 1, 1985, or to existing loaned property with a market value of \$1,000 or less at the time of disposal. (Mont. Code Ann. §22-3-523.)