



TheAutry.org

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## CONDITIONS GOVERNING OUTGOING LOANS

*Please note: Due to ongoing, intensive collections care activities, there is currently a moratorium on loans of and access to archaeological collections and field notes. Those collections undergoing curatorial remediation, tribal review, and rehabilitation will be inaccessible to researchers until the processes are complete.*

**LOAN REQUESTS:** The loan request must be comprised of a formal letter of request that includes the exhibition title and dates and borrowing institution's (hereinafter referred to as the "Borrower") AAM standardized facility report and facility reports for any additional venues. The Registrar for Loans and Exhibitions must receive loan requests at least six (6) months prior to the shipping date. Loans will be made only to cultural institutions or archives, not to private individuals.

**BORROWER'S ACCEPTANCE OF LOAN CONDITIONS:** It is understood that in arranging to receive this loan, the Borrower accepts the general and specific conditions described in the Autry's loan agreement. The complete Autry loan agreement document is comprised of the confirmation or transmittal letter, loan form, and other attachments or enclosures. In case of any differences between this agreement and any other non-Autry loan document(s), the conditions in the Autry document will control. Items may be withdrawn from this agreement at any time by the President and CEO of the Autry Museum of the American West.

**ETHICAL STEWARDSHIP:** As stewards, the Autry is taking an active role in collaborating with respective Native nations and Indigenous communities on how best to interpret, manage, and care for holdings with which they are affiliated. The Autry believes that borrowing institutions need to have an active relationship with Native communities. When requesting Native American objects or objects containing Native American imagery, the loan request should detail how affiliated Native nations and Indigenous communities are involved in the exhibition process. Loan requests involving the Native collection will be evaluated based on the borrower's approach to responsible and respectful interpretation and outreach to Native communities. Additionally, the Autry's policy is to not display or loan any collection objects considered culturally sensitive or NAGPRA eligible. Exceptions may be made for items that have been reviewed by the appropriate tribal representative.

**CONSERVATION:** Institutions that request objects in need of conservation treatment must pay for the cost of such treatment by the Autry or its subcontractors if the Autry conservators agree that, by such treatment, the loaned object will be safe for travel and exhibition. Unstable or extremely fragile objects will not be loaned. If the loan is approved, the Autry certifies that the objects lent are in such condition as to withstand ordinary strains of packing and shipping.

**BORROWER'S CARE OF LOAN OBJECT:** The Borrower will exercise the same degree of care with respect to the loan object as it does in the safekeeping of comparable property in its own collection. The loan object shall be held and returned in the same condition in which the Borrower receives it. It may not be cleaned, repaired, retouched, removed from its frame, or altered in any way whatsoever except with the written permission of the Autry Registrar in consultation with the Autry Conservation Department. Exposure to light and fluctuations in temperature and relative humidity must be kept to levels set by the Autry. The loan object may not be subjected to any kind of technical examination without written permission of the Autry Registrar and may will be handled

only by members of the Borrower's staff who are well trained and experienced in Museum collections care and handling. Loaned objects may not be handled by interns or volunteers.

**PACKING, UNPACKING AND HANDLING:** The Autry or its agent will pack the loan objects, and crate as necessary. Only qualified members of the Borrower's staff may unpack, repack, and handle the objects. (Commercial firms, if used, must be approved in advance by the Autry Registrar of Loans and Exhibitions, and must be supervised at all times by the Borrower's staff.) Unless otherwise specified and agreed to, the Borrower will retain the original packing materials and repack the object with the same materials, in the same way as the Autry sent them.

**SHIPPING AND TRANSPORT:** The Autry will make or approve in advance all shipping arrangements for loans including sending, forwarding, and returning. The Borrower must consult with the Autry Registrar for Loans and Exhibitions before making any transport arrangements. Transport by air is required for loans to exhibitions outside the contiguous United States. Unless otherwise approved by the Autry, the method of transport within the contiguous United States must be non-stop, direct, via a known and established art shipping company using a climate controlled vehicle with two drivers and air-ride suspension. Storage of an Autry loan object off the Borrower's premises is not permitted without the specific consent of the Autry. Unless otherwise notified in writing, the Borrower will release the loaned objects only to the Autry.

**COURIERS:** If the Autry requires that the loan be accompanied to and from the exhibition by an Autry courier, all courier expenses including lodging, airfare and per diem at the beginning and end of the exhibition are to be paid by the Borrower. The Autry requests a minimum of 2 nights lodging/3 days per diem at \$75/day for domestic shipments and a minimum of 4 nights lodging/ 5 days per diem at €75/day or equivalent for international shipments. In the event an extra airplane seat is required for a hand carried loan, the cost of the seat will be borne by the Borrower. Couriers will travel by the flight class required to ensure preferential treatment at all stages of the journey when accompanying loan objects, normally business class.

**INSURANCE BY BORROWER:** The loan is to be insured (wall to wall) by the Borrower. The Autry must be supplied with a certificate of insurance at least 21 days prior to packing and transport. Coverage must be for all risks of physical loss or damage from any external cause while in transit and on location during the period of this loan, at the value stated by the Autry. Should the Borrower fail to supply such a certificate, or should the Borrower's insurance coverage prove to be inadequate, the Autry will insure the loan and invoice the Borrower a fee.

**SECURITY:** In accepting this loan, the Borrower confirms that the loan object will be under continuous and vigilant protection from the hazards of fire, theft, moisture, infestation, dirt, and handling by unauthorized or inexperienced persons or the public. The Autry will inform the lender of specific security requirements for the object(s) loaned.

**DAMAGE OR LOSS:** The Borrower must report any damage or loss immediately to the Autry (323-667-4210 / FAX 323-663-4435). Unless it is necessary in an emergency to move an object to protect it from further damage, the Borrower will wait for the Autry's instructions. No alteration, restoration or repair may be undertaken without the prior written consent of the Autry.

**LOAN COSTS:** The Borrower shall bear all expenses of the loan, which may include but are not limited to special preparation of framing; conservation; packing; crating; insurance premiums; shipping and shipping agents' fees; Autry staff overtime; expenses for Autry staffer courier travel; miscellaneous out-of-pocket expenses related to the loan; and a loan fee of \$200 for the first loan item and \$50 for all additional loan items. The loan fee will be charged per venue for exhibitions

traveling to multiple venues. The Autry will advise the Borrower in advance of special requirements or unusual costs that are foreseen. Should the Borrower cancel the Loan request, the Borrower will be responsible for any costs already incurred by the Autry in processing the loan.

**BILLING PROCEDURE:** The Autry will prepare Invoices for loan costs as charges are recorded. The invoices will be directed only to the Borrower/Organizer named on the loan agreement, and the Autry is not responsible for dividing charges among participating institutions. Invoices are payable within thirty days of receipt.

**CREDIT TO AUTRY AS LENDER:** The Borrower shall credit the Autry as lender on the label, in the catalogue, and in publicity connected with the exhibition. The credit line for the loan object(s) will be provided on the loan agreement.

**PUBLICITY AND PHOTOGRAPHY:** Unless the Borrower is notified in writing to the contrary, it is understood that the Borrower shall have the right to photograph, telecast, and reproduce in slide form the loan object(s) for an exhibition catalogue, publicity, lectures and archival records in conjunction with the exhibition, and didactic uses or displays that are part of the exhibition. For any other reproduction purposes (including but not limited to postcards, color or black and white prints, posters, slide sets, video or film productions, or websites), the Borrower must obtain written permission from the Autry. All issues relating to the use or publication of photographs or digital reproductions of the loan object(s) should be directed to the Autry Rights & Reproductions Coordinator, Marilyn Van Winkle, at [mvanwinkle@theautry.org](mailto:mvanwinkle@theautry.org). Two complimentary copies of any publication prepared in connection with the exhibition must be sent to the Autry's Registrar for Loans and Exhibitions.

Agreed to:

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

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Name \_\_\_\_\_ Title/Organization \_\_\_\_\_

**Contact information:**

Sarah Signorovitch  
Chair, Outloans Committee  
Registrar, Loans and Exhibitions  
[outloans@theautry.org](mailto:outloans@theautry.org)