

Georgia Southern University Museum  
EXHIBIT LOAN AGREEMENT

THIS AGREEMENT is entered into by and between Georgia Southern University, An Institution of the University System of Georgia ("Lender"), and \_\_\_\_\_ ("Borrower"), as of the date of this signing.

1. LOAN CONTENTS: The contents of the loan will consist of those items described in Exhibit "A" attached, and hereafter referred to as "Exhibition".

2. PERIOD OF LOAN: The Exhibition will be displayed publicly by the Borrower between <date> and <date>. Thereafter, the Borrower will return the Loaned objects to the Georgia Southern University Museum, or forward it to such other borrower as the Lender requests. The Borrower will forward the Exhibition as instructed.

Borrower's shipping address is:

The name, address, and telephone number of the contact person for Borrower is:

3. SHIPPING ARRANGEMENTS, PAYMENT AND NOTICE: Unless otherwise agreed to, Georgia Southern University will make all shipping arrangements for the Exhibition and will provide the Borrower with estimates of the cost, if available. Borrower will pay the cost of shipping the Exhibition to the address set out above from Georgia Southern University and borrower will also pay the cost of returning the Exhibition to Georgia Southern University if not immediately shipped to another borrower. Payment of shipping costs, if applicable, will be due and payable upon receipt by the Borrower of an invoice from Georgia Southern University.

4. FEE: The total Fee for the Exhibition is \$3,000.00 (Three Thousand Dollars). The Borrower agrees to pay a deposit fee of \$1,500.00 (One Thousand, Five Hundred Dollars) upon execution of this Agreement, and the remaining balance at the time the Exhibition opens. Payment shall be made to:

Georgia Southern University  
PO Box 8061  
Statesboro, GA 30458

5. INSURANCE: The Borrower agrees to provide insurance for the duration of the exhibition period, including during shipping to and from the Lender, against all risks excluding negligence, gross misconduct and all other acts of Will. The coverage will cover crates and display materials and the Borrower will provide the Lender with a certificate of insurance proving evidence of insurance coverage maintained by the Borrower and the fact that Georgia Southern University has been named as additional insured under the Borrower's policy. The Certificate of Insurance will be attached to this Agreement prior to execution.

6. RISK OF LOSS: The Borrower agrees that it shall be responsible for any loss of or damage to the Exhibition, or any portion or component thereof, while it is in Borrower's possession.

7. PACKING, HANDLING, AND REPORTS

A. All packing, unpacking and handling instructions must be followed precisely. Packing materials must be stored in the unused packing crates while the Exhibition is being displayed. The crates

will be reused for re-packing and shipping the Exhibition.

B. Georgia Southern University will provide pre-shipping condition reports to the borrower. A condition report book, or books, will travel with the Exhibition. Within two days of receiving the Exhibition, examine each object and record the condition of each object in the condition report book.

C. After the conclusion of the public display of the Exhibition at the Borrower's Exhibition site, and immediately prior to packing the objects for return to Georgia Southern University or the next borrower, Borrower will again examine each component of the Exhibition. Borrower will note in the condition book any change in the outgoing, as compared to the incoming condition and will date and sign the book(s). The condition book(s) as supplemented, will be delivered by the Borrower to the company with contractual responsibility for transporting the Exhibition either to Georgia Southern University or the next borrower.

D. Within four (4) regular Borrower working days after the close of the Exhibition, the Borrower will have the Exhibition packed and ready for shipment. Shipping instructions provided by Georgia Southern University will be followed precisely. If the Exhibition arrives late at the next exhibition site as a result of the Borrower's failure to follow shipping instructions and meet shipment deadlines, Borrower will reimburse Georgia Southern University for any fee which the Lender must refund to the next borrower, and for any resulting damages which Georgia Southern University must pay.

E. If damage has occurred during transportation of the Exhibition to the Borrower, Borrower will notify the carrier immediately. All packing materials will be saved until the carrier's agent has inspected the packing materials. Borrower will provide Georgia Southern University with photo documentation of any damage as soon as possible. Under no circumstances will Borrower attempt to repair damaged objects. Frames will not be opened. Items will not be shipped or moved without prior, informed agreement of Georgia Southern University. All damage must be reported to Georgia Southern University immediately.

8. **DISPLAY AND SECURITY OF EXHIBIT:** Borrower must provide appropriate space for display that does not have extremes in temperature, humidity, or lighting, and is provided with reasonable security and supervision. The exhibition may not be installed outdoors or in a temporary building or structure. No additional display items are to be added to the exhibition. Should any other items be displayed in close proximity to the Exhibition, it should be clearly separated from the Exhibition and an indication of the fact that the item(s) are not part of the Exhibition and should be placed in a visible place near it. At all times the Exhibition is in the care of the Borrower, the Borrower will be responsible for the security, protection, and preservation of the Exhibition. The Borrower will exercise its best efforts to protect and preserve each element loaned. Secure, clean, dry storage must be provided for crates and packing materials.

9. **CREDITS:** All advertising, promotional, or other informational material of whatever nature or kind concerning the Exhibition, produced by or on behalf of either party, will carry the following credit: *On loan from the Georgia Southern University Museum*

10. **REPRODUCTION OF OBJECTS:** Borrower may not reproduce the Exhibition or any component thereof in any media (including photography) for commercial purposes or sale. Objects may be photographed only during preparation of condition reports. The Exhibition's panels and installations, its graphic images, icons and graphic layout are the sole property of Georgia Southern University and/or the artists, and are not to be used for any purpose other than display of the exhibition in accordance with the conditions outlined. No reproduction of the images, interpretive materials, or any other component of the Exhibit may be used for any purposes other than direct promotion of the Exhibit. Georgia Southern University will provide electronic images of the Exhibit's materials for promotion purposes. Any other use will be subjected to a prior written permission from the Georgia Southern University Museum.

11. PUBLICITY: Borrower will be responsible for advertising and promoting the Exhibition; Georgia Southern University will be entitled to advertise and promote the Exhibition to the degree and manner it chooses. Borrower and Georgia Southern University will cooperate in good faith with one another, and Borrower will deliver Georgia Southern University copies of any advertising, promotional, or other printed materials prepared by or on behalf of the borrower in connection with material owned by Georgia Southern University.

12. ENTIRE AGREEMENT: This Agreement supersedes any and all other Agreements and understandings, oral or written, whether prior to or contemporaneous with this Agreement. The Loan Agreement and all rights arising thereunder are personal and cannot be assigned without written consent of the other party.

13. CHANGES TO THIS AGREEMENT: Any changes to this Agreement will be made in writing, signed by both parties.

14. APPLICABLE LAW: This Agreement will be governed by and construed and enforced according to the laws of the State of Georgia, United States of America.

15. CONSTRUCTION AND SEVERABILITY: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or ability to enforce any part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

16. NONDISCRIMINATION: Any display of this Exhibition will be made available to all interested parties without regard to such parties' race, color, national origin, religion, gender, or disability.

In witness whereof, the parties have caused their authorized agents to execute this Agreement on their behalf on the dates written below.

GEORGIA SOUTHERN UNIVERSITY

\_\_\_\_\_  
Brent Tharp, Director

\_\_\_\_\_  
Date

BORROWER

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name and title