



LOAN POLICY

Loans are the temporary transfer of collections or individual objects either to or from the museum for the purpose of exhibition, study, or conservation. Loans are generally made only to recognized museum or educational, cultural, or scientific institutions.

Requests for loans should be received in writing at least 12 months prior to the intended arrival at the loan venue and come from an individual authorized to request loans on behalf of their institution. Formal loan requests must include the intended purpose, location, and proposed dates. If the loan is for exhibition purposes, an exhibition prospectus, general facility report, and certificates of insurance (door-to-door) for all venues are required. Loan fees will be charged as appropriate and approved by the Executive Director.

Maryhill Museum of Art does not loan material related to the *Théâtre de la Mode*.

A. Outgoing Loan Conditions

Material from the permanent collections may be loaned from Maryhill Museum of Art for exhibition purposes. Loans do not involve transfer of title and must be accompanied by a loan document signed by both parties.

1. Written requests for the loan of collections material must be reviewed by the Executive Director, curatorial staff, the Collections/Exhibitions Committee, and the Board of Trustees for approval or denial. All terms are indicated on the reverse of Maryhill Museum of Art's Outgoing Loan Agreement which must be signed by both parties.
2. Loans will be made to museums or other institutions approved by the Board of Trustees if the following criteria can be met:
 - The borrowing institution has a demonstrated professional staff trained in the handling of museum objects or other special arrangements have been made to assure proper handling of objects.
 - The facilities at the borrowing institution are adequate to ensure the care of the material while on loan. A general facility report that is consistent with the American Alliance of Museums standard must be received prior to loan approval.
 - Political or environmental circumstances do not suggest unreasonable hazard to the material.

- The material is not expected to be needed for exhibition or education programs at Maryhill Museum of Art during the proposed loan period.
- Maryhill Museum of Art will not incur any expenses when loaning collection items. The Borrower must be willing to pay for all costs incurred. Insurance of the nature and amount required by the Loan Agreement shall be at the expense of the Borrower. In some instances, the Borrower shall work with Maryhill Museum of Art to secure current market values for loaned items.
- The material is not so fragile, rare, or valuable that the risks in handling and shipping are unacceptable.
- Maryhill Museum of Art must be properly credited in any publication or any other document resulting wholly or in part from the loan.
- The loan material may not be dismantled, conserved, fumigated, or subjected to any tests or sampling of any kind without express written permission from the lender.
- Loans may be recalled at any time without liability to Maryhill Museum of Art if it is determined that the conditions of the loan are not being met.

3. In the case of international loans, Maryhill Museum of Art will provide proper U.S. customs export documentation. However, the Borrower will be responsible for all customs-related fees, such as licensing, processing, brokerage, etc.

4. Formal loan requests must be sent to the Executive Director, who will then forward them to relevant staff for action. In such requests, Borrowers shall affirm that they have read and understood Maryhill Museum of Art's loan policy.

5. The Borrower—in consultation with Maryhill Museum of Art—may need to contract directly with local conservators, craters, shippers, and couriers to insure that loan items are ready for display and that they will be safely moved by professional art handlers.

B. Incoming Loan Conditions

Incoming loans are defined as material deposited with Maryhill Museum of Art for the purposes of education, exhibition, study, and/or identification. All material lent will be recorded on the Incoming Loan Agreement form.

1. Requests for incoming loans must be reviewed by the Executive Director, curatorial staff, the Collections/Exhibitions Committee, and the Board of Trustees for approval or denial. All terms are indicated on the reverse of Maryhill Museum of Art's Incoming Loan Agreement which must be signed by both parties.

2. All loans will be made for a specified length of time. Any change in the length must be agreed upon in writing and signed by both parties.

3. Loaned materials will remain in the possession of the museum but may be removed from exhibition at any time at the discretion of the Executive Director and the Board of Trustees.
4. Terms of insurance coverage concerning loans are indicated on the reverse of the Maryhill Museum of Art Incoming Loan Agreement form.
5. A register will be maintained of all incoming loans.

CONDITIONS GOVERNING INCOMING LOANS

INSURANCE

Unless the lender expressly elects to maintain insurance on the objects, Maryhill Museum of Art will insure objects on loan against risk of physical loss or damage for the value stated on the agreement so long as it does not exceed the fair market value. The Museum's policy contains the usual fine arts insurance exclusions, a list of which may be obtained from the Collections Manager. If the lender elects to insure the objects, Maryhill Museum will not be liable for any loss or damage to the objects or any lapses in coverage.

CARE AND PRESERVATION

Objects loaned to Maryhill Museum of Art will receive the same care given to objects in the permanent collection. Evidence of damage at the time of receipt or while in the Museum's custody will be reported immediately to the lender. No alteration, restoration or repair to objects will be undertaken without the written authorization of the lender. The lender certifies that the objects are in the condition noted on receipt and will withstand the strain of packing and transportation.

TRANSPORTATION AND PACKING

Maryhill Museum of Art will bear the cost of packing and transportation unless otherwise stated. The method of shipment must be agreed upon by both parties and meet insurance requirements. Objects included in this loan shall be prepared by experienced packers.

PUBLICITY AND PHOTOGRAPHY

Publicity and exhibition labels will credit lenders according to the credit line on the front of this agreement. Unless otherwise agreed in writing, the loaned objects may be photographed and used for publicity purposes.

TERM OF LOAN

The lender understands that the objects listed in this Loan Agreement are deemed donated to Maryhill Museum of Art if no claim is made or action filed to recover the objects after expiration of the loan term if the Museum has given one written and two published notices pursuant to RCW 63: Sections 3 through 5 and no assertion of title has been filed within 90 days of the second published notice. The lender hereby

acknowledges receipt of written notice of the provision and agrees to notify the Museum in writing of any change in address or ownership.

CONDITIONS GOVERNING OUTGOING LOANS

Objects lent by Maryhill Museum of Art are lent for the purpose stated on the Loan Agreement. Any other use is prohibited. Objects shall remain on the borrower's premises during the loan period unless otherwise specified in writing and authorized by Maryhill Museum of Art.

CARE AND PRESERVATION

It is understood that objects borrowed from Maryhill Museum of Art as covered by this loan agreement shall remain in the condition in which they are received. They shall not be cleaned, repaired, retouched, removed from the frame, or altered in any way except with written permission from the lender.

PACKING AND TRANSPORTATION

The objects included in this loan shall be packed for shipment by an experienced and competent packer. The objects shall be repacked in the lender's crate for return to Maryhill Museum of Art by the same method of shipment as used by the lender, unless otherwise agreed. Damages, whether in transit or on the borrower's premises and regardless of responsibility, shall be reported immediately to the lender. All costs incurred for packing materials, crating, shipping, and courier expenses, if necessary, shall be the responsibility of the borrower. Both parties must agree upon the method of shipment. Borrowing institutions are required to complete condition reports upon the arrival of loan and return of the loan. These reports will be made available to Maryhill Museum of Art.

INSURANCE

Objects will be insured by the borrowing institution unless otherwise stated. Coverage will be an all risk, wall to wall policy, subject to the standard exclusions. Marine insurance will be added for international loans. Insurance will be placed in the amount specified by the lender, which must reflect fair market value.

REPRODUCTION AND CREDIT

Unless otherwise noted in writing, the objects lent may be photographed or reproduced by the borrower for catalog and publicity purposes. If reproductions are generated for sale in conjunction with the exhibition, specific permission must be requested. Credit line will read: Collection of Maryhill Museum of Art. Maryhill Museum retains copyright on materials from their collection and retains the right to refuse a copying order if it is in violation with the copyright law of the United States (Title 17, U.S. Code).

ENVIRONMENTAL CONTROLS

Loan objects must be packed, stored, and exhibited in areas where there is control of relative humidity (RH) and temperature. RH must be maintained at 50% +/-5% with no

more than a 5% fluctuation within that range during a 24-hour period. Temperature must be maintained between 67° F and 77° F. Adequate light levels will be specified and maintained. Exposure to sunlight and to artificial light that is not UV filtered is prohibited.

LOAN PERIOD, EXTENSION, RETURN

If an extension of this loan is desired, written application for approval must be submitted. Otherwise, the return of loan materials will be expected on the original date agreed.

(revised May 2021)