

The Bryan Museum: Incoming Loan Agreement
LOANING INSTITUTION, YEAR

The Bryan Museum agrees, subject to the conditions printed in the accompanying Loan Policy, to borrow the objects described below for the purpose of exhibition from:

Lender:	Joyce Hudman, Brazoria County Clerk
Address:	111 E. Locust, Suite 200, An
	Angleton, TX 77515
Phone:	979 864 0728
For a period from:	November 15, 2024
to:	February 28, 2025
Title of Exhibition:	Coastal Cowboys

Accession Numbers & Descriptions of Objects	Condition	Value
One Marks & Brand Book for Brazoria County, TX 1876-1882 and 1898-1899	Excellant	\$5000.00

<u>Lender</u> acknowledges reading the conditions on the Loan Policy and accepting those conditions.	<u>Loan approved for the Bryan Museum by:</u>
Signature: <i>Joyce Hudman</i>	Signature: <i>E. T. B. P.</i>
Title: <i>Brazoria County clerk</i>	Title: <i>Curator</i>
Date: <i>11-15-24</i>	Date: <i>11-15-24</i>

For Bryan Museum use:

Objects received: _____

Staff init.: _____

Objects returned: _____

Staff init.: _____

LOAN POLICY
CONDITIONS GOVERNING LOANS

Used if Lending Institution does not provide alternate language

The Bryan Museum (TBM) receives loans materials with the understanding that it will comply with the conditions, listed below. Loans should generally not be approved for extremely fragile materials, frequently used library holdings, or integral pieces in an installation. Execution of the Loan Agreement to which this is attached constitutes acceptance of this loan policy and the conditions contained therein.

I. Use, Care and Handling

- A. The loaned object(s) shall remain in the condition in which it arrives at the Bryan Museum.
- B. No object(s) shall be removed from frames, mats, mounts or bases, or be cleaned, repaired, retouched or altered in any way whatsoever except with the express written permission of the lending organization.
- C. Lending institution accession numbers or tags are not to be removed for any reason. TBM loan numbers should be carefully placed (with non-permanent materials) such that they will not damage or alter the object(s) in any way. Exhibition stickers for paintings may be placed on the backing or frame.
- D. Each object shall at all times be given reasonable care to insure it against loss, damage, or deterioration, and when necessary, a suitable case shall be provided by TBM for exhibition and protection. TBM shall provide suitable protection against theft, fire and damage from any cause whatever at all times. Large objects not displayed in case or behind glass must have sufficient distance from the public to avoid touching. Should loss, damage or deterioration be noted, whether in transit or on Borrower's premises and regardless of who may be responsible, the Lender shall be informed immediately and in detail. Should damages occur in transit, all packing material shall be saved for inspection.
- E. All loaned objects shall be protected at all times against direct sunlight, rain, excessive humidity or excessively dry conditions. In addition, all watercolors, drawings, prints, fabrics and photographs shall be properly protected from the damage of fading by exposure to direct or reflected sunlight and strong artificial light, fluorescent light or proximity to heat sources. All exhibitions shall be held indoors.

- F. No foreign materials (i.e., pins, nails, tape, etc.) will be used to fasten an object for exhibition purposes.
- G. The Lender will decide on the method of packing and shipping to and from the Borrower. Objects should be returned carefully packed in the same packing material and manner as received and by a competent carrier of the lenders choice unless alternative arrangements are made.
- H. If the loaned object(s) are images, whether they be of printed media or films and videos, TBM will adhere to the Conditions Governing Use attached hereto.
- I. All material furnished by the Lender to TBM, including but not limited to, transparencies, photographs and slides remain the property of the Lender and must be returned within the period stipulated herein.

II. Costs

TBM will pay all costs for crating, handling, matting, packing and shipping, including hiring special packers when necessary as discussed and agreed upon with the lending institution.

III. Insurance

All-risk fine arts insurance in the amount of the value determined by the Lender must be placed on all loans at TBM's expense and carried in force from the time the objects are removed from the Bryan Museum until they are returned in satisfactory condition. Such amount shall be considered the actual value as stated by the Lender in its sole discretion (whether market, intrinsic or otherwise) of said objects for all purposes. Required insurance shall be arranged by TBM and agreed by the Lender before any objects may be shipped to the Bryan Museum. The policy should include a schedule of objects valued at an amount acceptable to the Lender, and the objects shall be covered "wall-to-wall." Any deductible will be the responsibility of TBM. Before shipment, TBM shall supply the lender with a certificate of insurance in conformance with the foregoing terms.

IV. Loan Period

- A. Unless evidenced in writing, all objects are to be returned to the Lender within one year from the date of loan to TBM.
- B. If an extension of time is desired, application must be in writing within a reasonable time before the end of the period. TBM acknowledges the

lender's right to recall any object for its own purpose upon reasonable notice to TBM.

VI. Photography, Technical Examination and Copyright

- A. TBM may photograph the object(s) only for record and publicity purposes. Photographs required for publication will be supplied by the lender or arranged in a separate agreement. Paintings and drawings will not be removed from their frames for photography. Photographer must use conservation lighting and methods for handling of the object(s).
- B. TBM may not reproduce the object(s) in any medium (including photographs) for profit-making purposes, nor may such object(s) be subjected to technical examination of any type whatever without the written permission of the lender. The Lender owns all right to any reproduction or images made from loaned object(s). To the extent any object(s) now or later become subject to any applicable common-law or statutory copyright,
- C. All film, originals, negatives, photographic materials, etc., performed by TBM shall be the property of the lender upon completion of the loan period and delivered to the lender.
- D. Any and all images of object(s) from the lender used in publicity material or exhibition material will include a credit line. A proper credit line or permission line will read as follows: "Courtesy [Lending Institution Name]."

VII. Force Majeure

- A. In the event either party hereto is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, and such party gives written notice and full particulars of such force majeure to the other party as soon as reasonably possible after the occurrence of the cause relied on, such notice to be confirmed in writing or by facsimile, the obligations of the parties, from its inception, for no longer period. Upon termination of the force majeure event, the party rendered unable to carry out its obligations by such force majeure event shall take such actions as are necessary to perform or fully complete all obligations under this Agreement. Notwithstanding the foregoing, it is expressly understood that this provision will have no effect on any insurance in place by reason of this agreement.
- B. The term "force majeure" shall mean an event that (i) was not within the control of the party claiming its occurrence; and (ii) could not have been prevented or avoided by such exercise of due diligence. Events of force

majeure include, without limitation by enumeration: acts of God; strikes; lockouts or industrial disputes or disturbance; interruptions by government or court orders; present or future orders of any regulatory body having jurisdiction; acts of the public enemy; wars; riots; inability to secure materials or labor; epidemics; landslides; lightning; earthquakes; fires; storms; floods; explosions; or breakage or accident to machinery or equipment.

VIII. Miscellaneous

- A. Information about the object(s) used for catalogs, labels or any other purpose shall conform to data furnished by the lender and shall always include a credit line to include: artist, title, date, medium, accession number unless specifically noted on contract to the contrary.
- B. The Lender will receive a copy free of charge of any publication or catalog of the exhibit, or film or program for which the collection's object(s) have been lent.
- C. The Lender assumes no responsibility for any royalties claimed by the artist or on his behalf. In the case of works by living artists or other copyrighted material, the burden of obtaining all necessary permission rests with TBM. The lender neither represents nor warrants that, where TBM is furnished with a reproduced work by the lender, it has obtained all necessary reproduction permissions.
- D. The Bryan Museum does not supply transparencies, photographs or slides to individuals or companies operating a rental and/or sale service, nor may TBM reproduce the object(s) for profit-making purposes.

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