

OUTGOING LOAN
THE CLEVELAND MUSEUM OF NATURAL HISTORY
1 Wade Oval Drive, University Circle
Cleveland, Ohio 44106-1767

Conditions

Loans from the collections of the Cleveland Museum of Natural History (hereafter referred to as the "Museum" or "CMNH") are generally made to institutions only, in care of affiliates or employees of such institutions. Loans to students will be made to the student's educational institution, in care of the student's advisor. Loans to unaffiliated individuals will be decided on a case-by-case basis.

The lending Curator may require a Request for Research form to be filled out prior to the loan.

A loan fee may be required for large and/or valuable specimens or artifacts as determined by the lending Curator.

The Museum reserves the right to decline any loan request, whether made by an institution, student, unaffiliated individual, or any other person or entity, for any reason.

Care of Objects

Materials must be returned to the Museum in the same condition in which they were loaned by the Museum. Each loaned item is considered to be in good condition unless otherwise noted in writing.

Prior to loan, condition reports will be completed on a case-by-case basis at discretion of the lending Curator.

Specimens or artifacts may not be analyzed using destructive sampling or invasive techniques without additional prior written permission from the lending curator. Additional prior permission is also required for casting, restoration, conservation, cleaning of objects, or further preparation of specimens. Fluid transfers must be approved by the lending Curator.

Loaned specimens or artifacts must be protected at all times from extreme temperatures, humidity fluctuations, pests/vermin, dirt, and excessive ultraviolet light/sunlight, and must be stored under 24 hour physical and/or electronic security to prevent theft and/or damage from fires or floods. Museum-quality storage is required.

The Borrower remains responsible for all loaned items for the duration of the loan. During the course of the loan, the Borrower may not relinquish possession of loaned items to any other entity or individual, or permit any other individual to handle the loaned items without first obtaining written authorization from the lending Curator.

Any damage or loss that occurs to loaned items while in transit, in the possession of the Borrower, or on the Borrower's premises, regardless of who may be responsible, shall be reported to the Museum's Registrar immediately.

Duration

All loans are made for a specified period of time, usually for no more than a 6-month period. Any request for extension of a loan must be made in writing and approved by the Museum's Registrar and the lending Curator at least 30 days in advance of the loan termination date.

The Museum reserves the right to recall loans at any time and for any reason. In the event that the Museum recalls a loan prior to the expiration of the loan period, all other terms of this agreement remain in effect.

Shipping

For specimens/artifacts borrowed for exhibition, all costs relating to the preparation (including mounting/framing), packing, shipping and insurance of the loaned specimen or artifact will be paid by the Borrower.

For specimens borrowed for study/research purposes, the Museum will pay outgoing shipping costs and Borrower will be responsible for return shipping costs.

Insurance

Insurance coverage will be the responsibility of the Borrower. Values will be provided by the Museum. Coverage will be wall-to-wall, all-risk, with standard exclusions. The Borrower shall bear all risk of damage and/or loss of the specimens or artifacts while in the items are in transit and while they are in the possession of the Borrower. In connection with the all-risk insurance, CMNH shall be named as a loss payee and shall be entitled to the proceeds of such insurance, as their interest may appear. The Borrower will provide the Museum with a Certificate of Insurance upon request.

If insurance is to be provided by the Museum, with premiums billed to the Borrower, this agreement will act as proof of insurance coverage.

Borrower agrees to waive all claims and recourse against CMNH for any and all loss or damage to persons, museum collections, or loaned items arising from this agreement. Borrower agrees to defend, indemnify, and save harmless CMNH from all liability, loss, cost, or obligation on account or arising out of any injury to any person or property of any kind, from any cause whatsoever, in any way connected with Borrower's use of said property, including acceptance and redelivery thereof.

Copyright

Photographs of loaned specimens or artifacts may be used for documentation or educational purposes related to the stated purpose of this loan.

For commercial purposes, written permission must be obtained from the lending Curator for specimens or artifacts to be photographed, cast, scanned or reproduced in any media now known or developed in the future.

The Museum retains the copyright to all photographs, casts, and/or other reproductions of loaned items unless other written arrangements are made with the Museum.

Publications

Any publication of loaned specimens or artifacts will cite Cleveland Museum of Natural History. Two copies of such publications or pdf files of same will be sent at no cost to the Museum Library and Archives.