



In-Loan Terms & Conditions

The following terms and conditions of this *Incoming Loan* are agreed upon by the Gilmore Car Museum (hereinafter referred to as Museum) and the legal Owner(s) of the object(s) listed herein, or duly authorized agent thereof (hereinafter referred to as Lender). The Lender as shown on the agreement warrants that they are the legal owner(s), or authorized agent thereof, of the object(s) shown herein and have the right to enter into such agreement. Lender further warrants that there are no liens, taxes, nor other obligations held upon object(s) listed on this agreement.

Insurance

1. It is the responsibility of the Lender to provide any insurance coverage of the loaned object that Lender desires while the object(s) is in the custody of the Museum. Lender agrees to indemnify and hold harmless the Museum from any damage, loss or liability resulting from damage to or the exhibit of the loaned object while in custody of Gilmore Car Museum. Any damage or loss must be reported to the Lender by the Director of the Museum immediately.

Care, Preservation & Exhibit

2. The Museum shall provide for and maintain maximum security for all loaned object(s) while in its custody including during transit, on exhibit or during any use by the Gilmore Car Museum.
3. The Museum shall exhibit the object(s) with the same care as it exercises with respect to its own property of similar nature and shall make no alterations, changes, additions or repairs to any object(s) without prior written permission of the Lender or authorized agent thereof.
4. The Museum shall obtain prior written authorization from the Lender, or authorized agent thereof, for any use of the object(s) beyond the scope of agreed upon exhibit, including any sub-loans to third parties.
5. The Museum may display in a visible location credit or notice of ownership of the loaned object(s) unless Lender desires notice not be given.
6. The Museum may photograph loaned object(s) for promotional, educational or for any other normal museum purposes. The Museum may not reproduce, or allow the reproduction, of any loaned object(s) in any medium (including photography or video) for purpose of sale or allow technical examination without prior written agreement with the Lender.

Access

7. Any object(s) listed on this agreement may be temporarily withdrawn by the Lender, or authorized agent thereof, when notice is given ten days prior to its removal and proper identification is provided. The Museum shall allow any representative of the Lender free and unencumbered access to the object(s) for inspection during normal business hours or other reasonable times.

Termination

8. Lender or Museum, or duly authorized agent or legal representative for either, may, with 30 days written notice to all parties, may terminate the term of this loan agreement. All conditions of this agreement shall remain in effect until object(s) have been returned to the custody of the Lender or on the 30th day.
9. Lender, or authorized agent thereof, shall notify the Museum immediately of any change in ownership or intended change, including but not limited to, sale, bankruptcy, divorce, death or any circumstance that could effect this agreement. Lender shall allow the Museum first right of refusal if Lender wishes to sell the object(s).