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 Office of the Registrar
 (757) 253-5052

DRAFT

Incoming Loan Agreement

The following constitutes a loan agreement between the lender herein named ("the Lender") and the Jamestown-Yorktown Foundation ("the Borrower"). The loan of the artifact(s) ("the Artifact") described herein for the purpose described below is subject to the terms and conditions contained on this page and in the "General Terms and Conditions of Loans" in this Incoming Loan Agreement.

Purpose of Loan: Display in exhibition, "Blast from the Past: Artillery in the War of Independence"
Loan Venue: Changing Exhibits Gallery, American Revolution Museum at Yorktown, 200 Water Street, Route 1020, Yorktown, Virginia 23690
Exhibit Dates: June 1, 2018 through January 5, 2019

Loan Term: February 5, 2018 – February 5, 2019. *(Suggested dates are inclusive of any conservation prior to exhibit and return transit at the conclusion of the exhibit.)*

Lender: Mayor and Council of Boonsboro, MD
 The Town Hall
 21 North Main Street
 Boonsboro, M.D. 21713

E-mail: town.manager@myactv.net **Phone:** 301-432-5141
Contact: _Megan Clark, Town Manager, Town of Boonsboro_____
Shipping Address: Cannon is currently located in Shafer Park, Park Dr., Boonsboro, MD 21713

Description of Artifacts



Name/Title: Mount Aetna Cannon
Description: Iron cannon produced by the Mount Aetna Foundry, Maryland.
Artist/Maker: Mount Aetna Foundry
Date/Place of Origin: c. 1775-1783 /Maryland
Materials: Iron
Dimensions: **Weight:** about 2,000 lbs.
Artifact Insurance Value: \$_____ (assigned by Lender) **Note:** The Borrower is an agency of the Commonwealth of Virginia and will insure under the state's fine arts insurance policy.
Credit line: (exact form of Lender's name as it should appear on exhibit labels):
 _____ On loan from the Mayor and Council of Boonsboro, Maryland_____

Image Reproduction: May the Foundation reproduce images of the Artifact(s) in the following ways:

Exhibition Catalogue:

Educational and promotional materials including printed media, television, video and other forms of electronic communication?

Photography Conditions: The Lender allows for public photography of the Artifact.

Photography: Which of the following formats are available from the Lender?

Digital image:

Transparencies:

35mm Slides:

Lender's Artifact Mounting and Display Requirements (e.g., book cradles, light levels): JYF will provide the mount specifications to the Lender for their approval. Artifact will be mounted to provide sufficient support to stabilize it on display. Mount surfaces in contact with the Artifact will be padded to prevent damage.

Lender's Artifact Shipping Requirements: Shipping arrangements will be dictated by the requirements of the Lender. Jamestown-Yorktown Foundation, Inc. will be responsible for all expenses associated with the de-installation of the cannon, its crating, packing and incoming and outgoing transit.

Additional Conditions of Incoming Loan:

The Borrower will pay for the associated cost of a person authorized by the Lender to de-install the cannon from the existing structure on which it is mounted at Shafer Park. When the cannon is returned to Shafer Park at the conclusion of the exhibit, the Borrower will pay for the associated cost of re-affixing the cannon to the structure using methods and materials to replicate the cannon's mounted appearance prior to its de-installation for the loan to the Jamestown-Yorktown Foundation.

General Terms and Conditions of Incoming Loan

1. Care and Preservation

The Borrower will exercise the same care with respect to the Artifact(s) as it does in the safekeeping of comparable property of its own. Any evidence of damage at the time of receipt or while in the Borrower's custody will be reported immediately to the Lender. The Borrower shall not carry out any restoration, cleaning, repair or conservation of the Artifact without written authorization of the Lender. The Lender certifies that the Artifact(s) loaned are in such condition as to withstand ordinary strains of packing and transportation.

2. Risk and Insurance

The Borrower shall arrange for the Artifact(s) to be insured during the loan term through its fine arts insurance policy, unless the Lender elects to maintain their own insurance. The Borrower will insure the Artifact under its fine arts policy from the time of dismounting or dismantling from the wall or normal repository where the Artifact is kept until it is remounted or re-assembled upon its return to the same place ("wall-to-wall"), or such other place as may be agreed to in writing by the Lender and the Foundation, for the amount specified on the reverse by the Lender against all risks of loss or damage from any external cause or event while in transit or on location during the term of this loan, subject to the standard exclusions. The Borrower will provide a Certificate of Insurance to the Lender, at their request.

If the Lender elects to maintain their own insurance, then prior to shipment of the Artifact(s), the Lender must provide the Borrower with a Certificate of Insurance naming the Borrower as "additional insured" or "waiving rights subrogation" against the Borrower and /or other museums participating in the exhibition. If the Lender fails to provide the Foundation with such a certificate of insurance, this Agreement shall and the Lender does hereby release

the Foundation, its trustees, director, curators, agents, and employees form any liability, however arising, in connection with the work. The Foundation will not be responsible for any error or deficiency in information supplied to Lender's insurer, nor for any deficiency of coverage in the Lender's insurance policy.

3. Responsibility for Loan Expenses

The Jamestown-Yorktown Foundation, Inc. will be responsible for all loan expenses associated with borrowing the Artifact(s) including but not limited to: administration fees, artifact conservation necessary to stabilize the artifact for exhibition, artifact crating, packing and transit, courier's transportation and courier's lodging. The Lender must notify the Borrower and provide an estimate of any loan related expenses for which the Lender intends to invoice the Jamestown-Yorktown Foundation, Inc., such as administrative fees or preparation of the Artifact(s) for loan.

4. Packing, Transportation and Couriers

All expenses of packing and transportation of the Artifact(s) will be borne by the Jamestown-Yorktown Foundation, Inc. and the transportation arrangements will be mutually agreed upon by the Lender and the Borrower. The packing and transportation expenses may include artifact crating, packing materials, ground transit of artifacts by fine art shipper, artifact transit by air, security escorts and services of shipping brokers. If the Lender requires a courier(s) to accompany, install or de-install the Artifact(s), the Jamestown-Yorktown Foundation, Inc. will bear the expense of the Lender's courier transportation, courier lodging and courier subsistence. The Lender's courier will receive a daily subsistence based on the Commonwealth of Virginia's state rate unless otherwise specified by the Lender.

5. Jurisdiction and Arbitration

As an agency of the Commonwealth of Virginia, the Jamestown-Yorktown Foundation (the Borrower) is subject to the sovereign immunity of the state. All term and conditions of this loan agreement will be subject to the laws of the Commonwealth of Virginia and the United States of America. The Borrower may not enter into binding arbitration without authorization of the Commonwealth of Virginia.

6. Change of Ownership

The Lender shall promptly notify the Borrower in writing of any change of ownership of the Artifact during the term of the Agreement. In case of change of legal ownership during the period of the loan, the new owner is required to establish his/her/their ownership by proof satisfactory to the Borrower.

7. Authority

The Lender represents and warrants to the Borrower that the Lender has the full authority and capacity to enter into this Agreement.

I hereby agree to the terms and conditions described in the Jamestown-Yorktown Foundation's Incoming Loan Agreement.

Signature: _____
Megan Clark
Town Manager
Town of Boonsboro

Date: _____

Signature: _____
Frank N. Stovall
Deputy Executive Director for Administration
Jamestown-Yorktown Foundation

Date: _____