This agreement between The University of Southern Mississippi (Lender), Hattiesburg, Mississippi, on behalf of its University Libraries Special Collections and [Borrower, City, State], for the purpose of loaning objects described more specifically in the inventory and description attached and made a part of this agreement as Exhibit “A,” for the period beginning on _____ and ending on _____ for exhibition purposes, and subject to the following terms and conditions. The Borrower is granted exclusive use of the exhibit during the agreement period but will not loan the exhibition or any item belonging to Lender to museums, libraries, other venues, or any other party during this loan period.

PROTECTION

1. The objects borrowed shall be given special care at all times to ensure against any loss, damage or deterioration. Any special requirements for installation, display and handling will be mutually agreed upon between Lender and Borrower.

2. No object may be altered, cleaned, or repaired without the written permission of the Lender.

3. Objects must be maintained in facilities equipped to protect objects from fire, smoke, and flood damage; under 24 hour physical and/or electronic security; and protected from extreme temperatures and humidity, excessive lights, and from insects, vermin, dirt or other environmental hazards.

4. Objects must be handled only by experienced personnel and be secured from damage and theft by appropriate brackets, railings, display cases, or other responsible means.

5. Borrower must provide Lender with a written facilities report in the best practices style and format specified by the American Association of Museums prior to the execution of this agreement and at least 90 days prior to the anticipated beginning date of the Borrower’s use in its exhibit. The Lender will provide written
notice to Borrower regarding acceptance or rejection of said report.

**INSURANCE**

1. The objects shall be insured during the period of this loan for $_____, which is the reasonable value established the Lender or by an independent appraisal paid for by Borrower and accepted by the Lender.

2. It is the responsibility of the Borrower to obtain and pay for this insurance, under an all risk, wall-to-wall policy.

3. The insurance company selected by the Borrowers shall be subject to the approval of the Lender.

4. In the event of loss or damage, Borrower’s maximum liability will be placed upon the agreed value as stated in this agreement.

5. The Borrower warrants that the required coverage as described above will be maintained throughout the term of the loan and that The University of Southern Mississippi will be named as an additional insured. Borrower will provide documentary proof of insurance and a certificate of insurance, naming The University of Southern Mississippi as an additional insured, prior to packaging the collection for shipment.

6. If the Borrower fails to secure and maintain the insurance as required in this agreement, the Borrower will nevertheless be liable for all loss or damage as if insurance were in effect.

7. The Lender must be notified in writing at least thirty (30) days prior to any cancellation or meaningful change in the Borrower’s policy. Any lapses in coverage, any failure to secure insurance and/or inaction by the Lender will not release the Borrower from liability for loss or damage.

**PACKING AND TRANSPORTATION**

1. Transportation of the objects shall be handled by a shipping service acceptable to the Lender.

2. Unpacking and repacking must be done by experienced personnel under competent supervision. The Borrower will keep the crates and packing materials for return shipment, and the work will be repacked using the same protective methods and materials. Any additional written instructions, mutually agreed upon by Lender and Borrower, will be followed.

3. Should the Borrower note any damage or change in the condition of the loaned objects at the time of receipt by the Borrower or at any point during the loan
period, the Borrower agrees to report such damage/change immediately by telephone. This initial report will be followed by a detailed written report describing the damage/change to the condition of the loaned objects and describing any incident known to have resulted in such damage/change.

4. All objects will be returned to Lender in the same manner in which they were received.

CREDITS, PUBLIC RELATIONS, CATALOGS

1. For exhibits, the Borrower shall give appropriate credit to The University of Southern Mississippi [Libraries] as Lender, on either individual or group labels, and/or in any publications, press releases, etc., connected with the loan. Specific instructions for giving credit are further outlined in Exhibit "A" of this Agreement.

2. It is the Lender’s understanding that a catalog will not be published to accompany this exhibit.

3. Images to be used for publicity purposes and/or educational materials will be provided to the Borrower by the Lender. No other reproductions are permitted by Borrower or their viewing public unless permission is received from the Lender.

4. All images and any accompanying descriptions of the objects that are to appear on any websites must be submitted in writing to the Lender for Lender’s review and approval, disapproval, and/or other modification.

COPYRIGHT

Although Lender has physical ownership of the items, it may not hold the copyright. The uses of images of the objects may be covered by the Copyright Law of the United States (Title 17, U.S. Code). The Borrower is solely responsible for obtaining permission from any copyright holder to use images of the objects in any manner.

COSTS

Unless otherwise noted in this Agreement, all costs related to the loan shall be borne by the Borrower, including, but not limited to the following: conservation of loaned objects; packing; crating; transportation; shipment of loaned objects; appraisal; insurance; costs involving set-up of the display area; publicity; reproductions; and the safeguard of exhibits.

LOAN FEE

In exchange for the loan of the objects covered by this Agreement the Borrower shall pay a one-time loan fee of $______ payable to the Lender within 30 days of the return of all objects to the Lender.
RELATIONSHIP OF PARTIES

The relationship of the parties to this agreement is only contractual and is not an agency, partnership or joint venture. Neither the Lender nor the Borrower shall have the authority to, nor shall either, obligate nor bind the other in any manner.

ENTIRE UNDERSTANDING

This Agreement represents the entire understanding between the parties with respect to the subject matter hereof, and this Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter and cannot be modified except by a written instrument signed by the parties. All attached schedules and exhibits are hereby incorporated by reference to this Agreement.

NON-ASSIGNABILITY

This Agreement and the rights granted with respect to the parties are personal and neither party may assign the same or any of its liabilities without the prior written consent of the other.

GOVERNING LAW

1. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of this state.

2. Each of the parties hereto hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state courts of Forrest County, Mississippi, with respect to any litigation arising out of, or related to, this agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts).

3. Each of the parties hereto irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this agreement of the transactions contemplated hereby, in the state courts of Forrest County, Mississippi, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum.

TERMINATION

1. USM may, when the interests of USM so require, terminate this agreement in whole or in part for convenience of USM. Written notice of the same is required
to be provided by USM and shall allow no less than ten (10) days’ notice prior to the effective date of termination.

2. Either party may terminate this agreement immediately upon issuance of written notice if the other party fails to perform the obligations to the other party under this agreement. The party issuing such a termination notice may allow 30 days within which the other party may attempt to cure the failure to fulfill its obligations, but such 30 day cure time is not required.

WAIVER

Waiver or non-enforcement by either party of a provision of this agreement shall not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

NOTICE

Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States mail postage prepaid, certified or registered, return receipt requested or when deposited with any nationally recognized overnight courier service, such as Federal Express, addressed to the parties hereto at the respective addresses set out below or at such other addresses as they may have hereafter specified by written notice.

[BORROWER’S NAME, TITLE OF PARTY AUTHORIZED TO SIGN, AND ADDRESS]

[Authorized Signature]

____________________________________

[BORROWER’S AUTHORIZED SIGNATURE]

[The University of Southern Mississippi]

[TITLE OF PARTY AUTHORIZED TO SIGN, AND ADDRESS]

[AUTHORIZED SIGNATURE(S)]

____________________________________

Date