

ACQUISITIONS OF OBJECTS FOR MUSEUM COLLECTION

The Museum may accept or borrow objects for purposes of exhibition, research and interpretation. In addition, the Museum will accept, for a limited time, temporary custody of objects belonging to others for the purposes of exhibition, research or interpretation.

The Museum also recognizes that its own collection may benefit the programs of other institutions for educational purposes and, will therefore lend objects to other institutions whenever feasible.

1. In consideration of object acquisitions, **either acquired through a temporary loan or from a donation**, and prior to accessioning the object into the museum's collection, potential object(s) are reviewed by the Museum Manager.
2. The manager will consult with the museum staff to consider further factors or conditions of the acquisition and will make a decision based on the museum's mission and collection definition and the following criteria:
 - a. Objects should not be accepted if there are inadequate provisions for caring for them or for utilizing them in the foreseeable future;
 - b. Objects should not be accepted if there is inadequate or doubtful provenance related to the scope of the collection;
 - c. Objects shall be accepted only for purposes of exhibition or research. The Museum cannot store, on behalf of others, materials that are not essential for exhibition or ongoing research or promised donation;
 - d. If applicable, establish time limitations for temporary loan terms.
3. Museum staff will refer to and follow accessioning procedures and collections care and handling in the Collections Management Manual.
4. Accepted objects shall be placed either in the permanent, temporary, education or decorative collection.
5. Museum staff shall not give a certified written appraisal of acquired objects and should assume no responsibility for the declaration of worth.
6. The museum gift shop is not an agent for collecting. Gift shop inventory acquired for resale shall not be accessioned into the collections.
7. Unsolicited deposits which arrive at the museum with or without a known or identifiable owner, will be returned to the property owner if known, **or** will be evaluated for condition and usefulness to the museum to determine proper disposal or to be accessioned.
8. Every accession (whether temporarily accepted or not) should be fully recorded and documented in the collection database. Staff shall attempt to collect as much information about the object(s) as possible from the donors or sellers.
9. Unforeseen or changing circumstances may not allow the Museum to promise the temporary or permanent exhibition of any Object(s).

10. Museum Manager will follow these criteria for approving **Out-Going Loans**:
 - a. For purposes of education (exhibition or research);
 - b. Establish if there are adequate provisions for transport, storage, care/handling and display;
 - c. Consider potential problems regarding the misuse of the museum's name or the appearance of conflict of interest by lenders or borrowers;
 - d. Establish time limitations for loan term;
 - e. Every out-going loan should be fully documented in the collection database.
11. Museum staff will utilize the following forms found in the Collections Management Manual:
 - a. **Temporary Receipt** – documents the museum's temporary custody of the object(s) during the acquisition process.
 - b. **Deed of Gift** – documents the patron's donation, acceptance of the object(s) into the museum collection and declares the museum's permanent custody of the object(s).
 - c. **Temporary Loan Agreement** – documents the temporary loan of the objects by the museum.
 - d. **Temporary Outgoing Loan Agreement** - documents the temporary loan of objects from the museum to other institutions.

**All Out-Going Loans shall be subject to the following conditions:
(Stated on Reverse Side of Out-Going Loan Agreement)**

1. The Museum warrants ownership/title to the loaned exhibit, described on the attached inventory list and has the right to loan these artifacts for the purpose of exhibition.
2. The Borrower/Exhibitor agrees to use the same standard of care for the loaned exhibit similar to that of other property the Borrower/Exhibitor owns. It is understood that all property is subject to inherent deterioration for which neither party is responsible.
3. It is agreed, that if condition notes are supplied by the Museum, and the Borrower/Exhibitor will verify their accuracy. If condition notes are not supplied by the Lender, the Exhibitor will assess the condition of the loaned property at the time of the loan.
4. The Borrower/Exhibitor will give prompt notice to the Museum in case of damage and/or loss to the property at the time of receipt or while in custody of the Borrower/Exhibitor.
5. The Borrower/Exhibitor agrees not to alter, modify or remove any loaned artifacts and signage from the approved location.
6. The Borrower/Exhibitor agrees that the Museum shall have sole authority to determine when modifications, cleaning or repairs are necessary and the Museum will choose who shall perform such cleaning or repairs. An updated inventory list will be furnished by the Museum noting any alterations, changes or modifications to the inventory.

7. The Museum certifies that the loaned property is in such condition as to withstand ordinary strains of packing, transportation and handling.
8. Costs of transportation both to and from the Borrower/Exhibitor's location, installation and packing, will be borne by the Borrower/Exhibitor unless the loan is at the Museum's request. Any other circumstances or arrangements need to be agreed to by both parties and put into writing and attached to this agreement.
9. The Borrower/Exhibitor shall negotiate with the Museum an agreeable amount to insure the artifacts for the benefit of the Museum. This insurance shall be pursuant to a policy providing wall-to-wall coverage maintained in force by the Borrower/Exhibitor. The Borrower/Exhibitor shall agree to provide a Certificate of Insurance for the artifacts to the Museum.
10. If Applicable, the Borrower/Exhibitor shall be responsible for loss of or damage to the artifacts from the time of delivery of the exhibit loan from the Lender through the time of delivery back to the Museum.
11. The Borrower/Exhibitor hereby agrees that the loaned artifacts under this Agreement is solely for purposes of exhibition and that no other uses shall be made of the artifacts, such as commercial exploitation, broadcasts, or other reproduction.
12. The Borrower/Exhibitor further agrees that the works shall be kept at the approved location and shall not be moved or displayed elsewhere without the request of the Borrower/Exhibitor and the consent of the Museum.
13. The exhibit shall be accompanied by a displayed label or plaque identifying the installation as a loan from the collection of the Museum. This label or plaque shall include appropriate logos of the Museum. Any literature, ads, or other promotions created by the Borrower/Exhibitor shall also include appropriate logos of the Museum.

**All Incoming Loans shall be subject to the following conditions:
(Stated on Reverse Side of Loan Agreement)**

1. The Town will exercise the same care with respect to the Object(s) on deposit as it does with comparable property of its own.
2. The Town will not alter, clean or repair of the Object(s) without express written permission of the Lender or except when the safety of the Object(s) makes such an action imperative.
3. If applicable, Object(s) will be returned packed in the same way or similar materials as received unless authorized by Lender.
4. The Objects in temporary custody may remain in the possession of the Town for the time specified on the reverse, but may be returned to the Lender at any time earlier by the Town.
5. The Town assumes the right, unless specifically denied by the Lender, to photograph the Object(s) placed on deposit for documentation purposes only. Photography, videotaping, and reproduction for publicity, publication and educational purposes connected with an exhibition or research project must be covered by a formal loan agreement.

6. Unless the Lender expressly elects to maintain his/her own insurance coverage, the Town will ensure this loan/gift under its wall to wall insurance policy for the amount indicated on the face of this agreement, against all risks of physical loss or damage while on location during the period of the loan or temporary deposit. If the Lender fails to indicate a value, the Town will set a value for purposes of insurance only for the period of the agreement. The policy referred to contains the exclusion of loss or damage resulting from such causes as wear and tear, gradual deterioration, moths, vermin or inherent vice, hostile or warlike action, insurrection, confiscation by public authority or risk of contraband or illegal transportation or trade, nuclear reaction (except loss by fire resulting there from), and shipment by unregistered mail. A certificate of insurance can be provided upon request.
7. If the Lender chooses to maintain his/her own insurance, the Town must be supplied with a certificate of insurance naming the Town of Frisco as additionally insured or waiving subrogation against the Town. If the Lender fails to provide the Town with such a certificate, this agreement constitutes a release of the museum from any liability in connection with the Object(s) and constitutes the Lender's agreement to provide defense and indemnification of the Town should suit otherwise be brought in connection with this loan/gift. The Town cannot accept responsibility for any error or deficiency in information furnished to the Lender's insurer or for any lapses in coverage.
8. The Object(s) will be returned only to the Lender or owner at the address on the agreement, unless the Town is notified by the Lender in writing. If the legal ownership of the Object(s) changes during the period of the agreement, whether by death, sale, insolvency, gift, or otherwise, the new owner will, prior to the return of the Object(s), be required to establish his/her legal right to receive the Object(s) by proof satisfactory to the Town.
9. The Town's right to return the Object(s) from custody shall accrue absolutely at the termination of the agreement. If, after two weeks beyond termination of the agreement date noted above, pursuing all possible means of contact and in accordance with the any legal requirements, the Lender cannot be found or the Lender refuses to accept the return of the Object(s) on temporary custody, it shall be deemed abandoned property, and become the property of the Town.
10. This agreement constitutes the entire agreement between the Lender and the Town and may be amended or modified only in writing signed by both parties. Any changes herein of printed text or written addition must bear the initial of both parties. This agreement shall be governed and interpreted according to the laws of the State of Colorado.