**INCOMING LOAN AGREEMENT**

The undersigned Lender hereby lends to the Fly Fishing Museum of the Southern Appalachians the object(s) described herein, and subject to the terms and conditions set forth.

**Exhibition:**

**Description:**

**Date:**

**Manufacturer:**

**Weight** (Rods, Reels and Lines):

**Rod Specifications:**

**Type:** Wood Bamboo Metal Glass Graphite Other

**Length:**

**Action:**

**Builder:**

**Reel Specifications:**

**Type:** Wraps Centerpin No Drag Drag Mid-Arbor Large-Arbor Other

**Backing Capacity Spool:**

**Maker:**

**Notes:**

Hat/Cap Clothing

Willow Creel Wading Staff Priest Net

Vest Satchel Back Pack Chest Box Sling Pack Fanny Pack Other

Stream Tool Unique item used by angler

Waders Boots Float Tube

Tying Tool Tying Material

**# boxes \_\_\_\_\_ # in series \_\_\_\_\_ # groupings # sizes \_\_\_\_\_ # variations \_\_\_\_\_**

**Photos:**

**Dates:**

A review of this loan will be made on or before December 31, 2020 to determine if the item should continue to be loaned to the Fly Fishing Museum of the Southern Appalachians or returned to the Lender.

**Lender:**

**Email Address:**

**Address:**

**Telephone:**

**Contact Person:**

**Email Address:**

**Address:**

**Telephone:**

**Secondary Contact Person:**

**Email Address:**

**Address:**

**Telephone:**

**Alternate Contact Person:**

**Email Address:**

**Address:**

**Telephone:**

**Artist/Maker:**

**Object/Title:**

**Medium:**

**Date of Work:**

**Dimensions**

Height: Width:

Approximate weight:

**Insurance**

Total value: $

Do you prefer to maintain your own insurance? Yes No

**Shipping/Handling**

Object will be delivered and picked-up by lender. To be delivered to the Fly Fishing Museum of the Southern Appalachians in Cherokee, North Carolina and picked-up from the same location.

The Lender acknowledges that he/she has full authority and power to make this loan, that he/she has read the conditions above and on the back of this form and that he/she agrees to be bound by them.

Signature: Date:

Lender or authorized agent

Signature: Date:

Federation of Fly Fishers Representative

CONDITIONS GOVERNING INCOMING LOANS

**Care & Handling**

1. The Fly Fishing Museum of the Southern Appalachians (the FFMSA) will exercise the same care with respect to the work of art on loan (the “work”) as it does with compatible property of its own.
2. The FFMSA will not alter, clean or repair the work without prior express written permission of the Lender or except when the safety of the work makes such action imperative.

**Packing & Transportation**

1. The Lender certifies that the work is in good condition and will withstand ordinary strains of packing and transportation. Evidence of damage to the work at the time of receipt or while in the FFMSA’s custody will be reported immediately to the Lender. The work will be returned packed in the same or similar materials unless otherwise authorized by the Lender.

**Insurance**

1. Unless the Lender elects to maintain his/her own insurance coverage, the FFMSA will insure the work under its fine arts policy against risks of physical loss or damage from external cause while in transit and on location during the period of the loan. The cost of insurance under the FFMSA’s policy for the loaned object(s) will be reimbursed by the Lender.
2. Insurance will be placed in the amount specified by the Lender which must reflect fair market value. In case of damage or loss, the insurance company may ask the Lender to substantiate the insurance value. If the Lender fails to indicate an amount, the FFMSA will set a value for purposes of insurance only for the period of the loan.
3. If the Lender chooses to maintain his or her own insurance, the FFMSA must be supplied with a certificate of insurance naming the FFMSA as an additional insured or waiving subrogation against the FFMSA. If the Lender fails to supply the FFMSA with such a certificate, this loan agreement shall constitute a release of the FFMSA from any liability in connection with the work. The FFMSA cannot accept responsibility for any error in the information furnished to the Lenders insurer or for any apses in coverage.

**Reproduction and Credit**

1. The FFMSA assumes the right, unless specifically denied by the Lender, to photograph, videotape, and reproduce the work for documentation, publicity, publication, and educational purposes connected with this exhibition and to produce slides of the work to be distributed for educational use.
2. Unless otherwise instructed in writing, the FFMSA will give credit to the Lender in any labels and publications as specified on the face of the agreement.

**Ownership and Change in Ownership**

1. The Lender hereby warrants that he/she has full legal title to the work or that he/she is the duly authorized agent of the owner or owners of the work. The Lender will indemnify, defend, and hold the FFMSA harmless from any losses, damages, and expenses, including attorney’s fees, arising out of claims by individuals, institutions, or other persons claiming full or partial title to the work.
2. The Lender will notify the FFMSA promptly in writing of any change of ownership of the work whether by reason of death, sale, insolvency, gift, or otherwise. If ownership shall change during the period of this loan, the FFMSA reserves the right to require the new owner, prior to the return of the work, to establish his or her right to possession by proof satisfactory to the FFMSA. The new owner shall succeed to Lender’s rights and obligations under this agreement, including, but not limited to, the loan period and any insurance obligations.
3. A second contact person must be provided on the “Incoming Loan Agreement” in case of accident or death of primary Lender.

**Loan Period Extension, Return**

1. The work shall remain in the possession of the FFMSA for the time specified on the reverse, but may be withdrawn from the exhibition at any time by the FFMSA. The Lender agrees that he/she cannot withdraw the work during the period of this agreement without prior written consent of a FFMSA staff representative.
2. The terms of this agreement shall apply to any extension of the loan period.
3. Unless the Lender requests otherwise in writing, the FFMSA will return the work only to the Lender and only at the address specified in his agreement. The Lender shall promptly notify the FFMSA in writing of any change of address. The FFMSA assumes no responsibility to search for a Lender who cannot be reached at the address specified in this agreement. The Lender will pay additional costs, if any, if the Lender requests the return of the work to another address.
4. The FFMSA’s right to return the loan shall accrue absolutely at the termination of the loan. If, after pursuing all possible means of contact, and in accordance with any legal requirements, the Lender or Secondary Contact cannot be found or the Lender refuses to accept the return of the work, it shall be deemed abandoned and become the property of the FFMSA.

**Interpretation**

1. This agreement constituters the entire agreement between the Lender and the FFMSA and may be amended or modified only in writing signed by both parties. Any changes herein of printed text or written additions must bear the initial of both parties.
2. If the terms of this agreement conflict with the forms, agreements or correspondence of the Lender, the terms of this agreement will be controlling.