

CONDITIONS GOVERNING INCOMING LOANS FOR THE GOSPEL MUSIC RESTORATION PROJECT

General

1. The lender will sign a completed loan form and agree to its conditions.
2. The Baylor University Libraries do not accept permanent loans.

Care and Exhibition

1. The borrower will exercise the same care for the borrowed object(s) as it does in the safekeeping of comparable property of its own.
2. Evidence of damage or loss to the object(s) will be reported to the lender immediately.
3. The lender authorizes the borrower to clean, repair, or restore the object(s) in order to make the best digital reproduction.
4. It is understood by the lender that all specimens and artifacts are subject to gradual inherent deterioration for which neither party is responsible.

Reproduction and Credit

1. The lender authorizes the borrower to make digital reproductions of the object(s) for the purpose of preserving the object(s), placing them in the CONTENTdm digital management system, describing the object(s), and providing access to the digital object(s) in accordance to copyright laws.
2. Unless otherwise instructed in writing, the borrower will give credit to the lender as specified on the Invoice of Artifacts for Incoming Loans in any publication, including the digital resources such as the CONTENTdm system.

Transportation and Packing

1. The borrower will return the loan materials in the original packing material in which they came or an equivalent substitute.
2. Costs of transportation and packing will be borne by the borrower unless otherwise agreed to in writing.

Change in Ownership and/or Address

1. It is the responsibility of the lender or his/her agent to notify the borrower promptly in writing if there is any change in ownership of the objects (whether through death, sale, gift, insolvency, or otherwise) or if there is a change in the identity or address of the lender.

Insurance and Hold Harmless

1. The borrower will not insure nor obtain insurance for the loaned artifacts while they are in the possession of the borrower. The lender must supply the borrower with a Certificate of Insurance naming Baylor University as additional insured or waiving rights of subrogation. If the lender fails to provide said certificate, this failure shall constitute a waiver of insurance by the lender. The borrower shall not be responsible for any error or deficiency in information furnished by the lender to the insurer or for any lapses in such coverage. If the lender waives insurance, this waiver shall constitute the agreement of the lender to release and hold harmless the borrower from any liability for damage to or loss of the object(s) lent.
2. The Baylor University agrees to use reasonable care and caution in the safekeeping of the loaned artifacts while it possesses them. With the exception of damage resulting solely from the negligence of Baylor University, the lender agrees to release and hold the Baylor University harmless for any and all damage that might occur, for whatever reason or due to whatever cause, to the loaned artifacts.

I, the undersigned, acknowledge that I agree to the terms and conditions stated in this agreement.

Signature: _____ Date: _____