DRT Collection at Texas A&M University-San Antonio 
Exhibition Loan Policy

SCOPE & DEFINITION

This Policy applies to requests for loans submitted to the DRT Collection at Texas A&M University-San Antonio by all borrowers of recognized institutions, such as libraries and museums, where the locations of the proposed exhibition/display is outside of Texas A&M University-San Antonio. Approval for each loan will depend on the purpose of the exhibition and the professional staff, the condition, physical nature, scarcity, and research value of the requested material and the duration of the loan and any other factors involving scholarship and preservation. All loans must have approval of the Texas A&M University-San Antonio Archives & Special Collections Manager and the DRT Collection Committee. The DRT Collection Committee retains the right to refuse a loan request for reasons such as:

- insufficient time to consider/prepare the loan.
- the required conditions of loan policy cannot be met.
- the absence of material would be detrimental to researchers at Texas A&M University-San Antonio Archives & Special Collections.
- the item is required for display at the Presidio Gallery.
- the amount of items or loan duration of requested material is excessive.
- any additional problems that might arise from the loan request.

DURATION OF LOAN

The DRT Collection at Texas A&M University-San Antonio will normally lend to temporary exhibitions of up to 6 months duration. Longer times will be considered based on suitability of items requested and borrower venue. The DRT Collection at Texas A&M University-San Antonio reserves the right to rescind the loan period time agreement if objects are deteriorating or at risk of damage/theft.

LOAN REQUEST

Formal request should be submitted to the DRT Collection at Texas A&M University-San Antonio and addressed to:

Archives & Special Collections
Texas A&M University-San Antonio
126 E. Nueva Street
San Antonio, TX 78204
archivesandsc@tamusa.edu   210-784-1516

Loan requests should be made 6 months prior to exhibition or as soon as possible. All loan requests will be reviewed by the DRT Library Collection Committee Chairman and the administrator of the DRT Collection at Texas A&M University-San Antonio during the submission process.
1. A completed **DRT Collection at Texas A & M University-San Antonio Loan Agreement Form** must accompany the loan request which will address the following areas:

   a. Length of loan  
   b. Title of exhibition, name and credentials of curator and brief description of purpose and scope  
   c. Dates of exhibition and dates of requested loan  
   d. Full description of each item to be borrowed, including full citation, classification or catalog/inventory number  
   e. Whether catalog or other publication will accompany exhibition  
   f. Borrower’s willingness to conform to loan conditions’ requirements and safe transportation of item.

2. A completed **American Association of Museums Standard Facilities Report** must accompany the loan request which will address the following areas.
   a. Borrower  
   b. Building  
   c. Fire Protection  
   d. Security  
   e. Environment  
   f. Exhibition handling  
   g. Insurance

**CONDITIONS OF LOAN**

1. The borrower will receive a written **Condition Report** on each item from the Archives & Special Collections Manager. Any discrepancies should be reported immediately in writing.
2. The borrower will assume all expenses for preparing the loaned items for transport. Items returned shall be repacked in the same manner they were received.
3. The borrower will assume all expenses for transportation to and from Texas A&M University-San Antonio. Transportation may be specified by Archives & Special Collections Manager.
4. The borrower will receive, store and display all items in a secure, environmentally sound environment in accordance with the submitted Facilities Report.
5. The borrower will assume all insurance, appraisal and legal expenses associated with the loan of the requested items.
6. The borrower will apply best practices and archival standards in the handling and installation of borrowed materials.
7. The borrower agrees to pay all costs associated with restoration of items returned in damaged condition.
8. The borrower will not duplicate, or permit others to duplicate, borrowed material without the explicit permission of the Texas A&M University-San Antonio Archives & Special Collections and copyright holders. Such permission must be sought in advance in writing from the DRT Collection Committee.
9. The borrower will give full credit to the DRT Collection at Texas A&M University-San Antonio. This applies to photographing exhibited materials on display or to preparing or broadcasting images for promotion or publicity.
10. The borrower will give full credit to the DRT Collection at Texas A&M University-San Antonio in all publicity concerning the exhibition, including labels, catalogs, press releases and promotional broadcasts.
and will provide the DRT Collection at Texas A&M University-San Antonio with a complimentary copy of any catalogs or publicity materials created for the exhibition.

**LOAN AGREEMENT FORM**

A Loan Agreement Form for each item must be signed by representatives from the borrowing institution and Texas A&M University-San Antonio Archives & Special Collections and the DRT President General, the DRT Recording Secretary General and the DRT Library Collection Committee Chairman.

**AMERICAN ASSOCIATION OF MUSEUMS STANDARD FACILITIES REPORT**

An *American Association of Museums Standard Facilities Report* for (Appendix I) each item must be submitted from the borrowing institution and accepted by the representative of the lending institution (DRT Collection at Texas A&M University-San Antonio).
DRT Collection at Texas A&M University-San Antonio
Loan Agreement Form

BORROWER

Institution Name: ____________________________________________________________

Contact Person: ____________________________________________________________

Address: _________________________________________________________________

Phone: __________ Fax: __________

Email: _________________________________________________________________

EXHIBITION

Title: ________________________________________________________________

Location: ______________________________________________________________

Inclusive Loan Dates: ________________________________________________

LENDER

The DRT Collection at Texas A&M University-San Antonio
126 E. Nueva St.
San Antonio, Texas 78204
Phone: (210) 784-1516 Fax: (210) 784-1549
archivesandsc@tamusa.edu

LENDER NAME FOR PUBLICITY: The DRT Collection at Texas A&M University-San Antonio

ITEM(S) TO BE LENT:

Author/artist (with dates, if known)

Title or description (as appropriate)
Imprint and date(s) (as appropriate)

Lender's call number or accession number

For artwork, location of date (if any)

For artwork, form and location of signature (if any)

Medium/material and support

Specify how you wish to exhibit the item (such as the page opening for bound material)

Dimensions of item alone (height, width, depth, weight)

Dimensions of item with mat, frame, base or required cradle, any (height, width, depth, weight)

Condition, noting existing breaks, tears, scratches, abrasions, paint losses, other insecurities or defects in the Work (if necessary a separate sheet of paper can be attached to form).
SPECIAL INSTRUCTIONS:

For artwork, may the Borrower reframe or re-mat? (yes/no);

Substitute plexiglass for glass? (yes/no);

Date by which loans are to reach the Borrower (the Borrower will be in contact with the Lender regarding shipping arrangements);

Other instructions for packing, transport, and installation.

INSURANCE (see Legal Conditions, stated below);

Does the Lender prefer to maintain insurance? (yes/no); If yes, state the estimated premium to be charged to The Borrower; If no, state the insurance value (fair market value) in U.S. currency.

PHOTOGRAPHS AND REPRODUCTIONS

Unless permission is declined here, it is understood that this item may be photographed, digitized, videotaped, telecast, and reproduced for publicity purposes connected with this exhibition and for illustrations in a catalogue or other publication, printed or electronic, and that reproductions of it may be made and distributed for educational use;

May Borrower reproduce item in a catalogue or brochure? (yes/no) (#9 in EXHIBITION LOAN POLICY under CONDITIONS OF LOAN must be followed)

a web site? (yes/no)

for publicity? (yes/no)

for educational purposes? (yes/no)

Which of the following are available from the Lender: black and white photographs? (yes/no)
color transparencies? (yes/no)

digital file? (yes/no)

slides, postcards, or other reproductions for public sale? (yes/no);

Does the Lender hold exclusive copyright? (yes/no) if no, whom might the Borrower contact to acquire reproduction rights?

LEGAL CONDITIONS OF THE LOAN AGREEMENT

1. ________________________________________ ("Borrower") will exercise the same care with respect to the object referred to ("Work") as it does in the safekeeping of comparable property of its own.

2. The Work shall remain in the possession of the Borrower and/or the other institutions participating in the exhibition for which it has been borrowed ("Participating Institutions") for the time specified, but may be withdrawn from such exhibition at any time by the Borrower and/or of any of the participating institutions. The Work will be returned to the Lender at the address stated unless the Borrower is notified by the Lender in writing to the contrary. If the legal ownership of the Work shall change during the duration of the loan, whether by reason of death, sale, insolvency, gift or otherwise, the new owner or agent may, prior to its return, be required to establish this legal right to receive the object by proof satisfactory to the Borrower.

3. Unless the Lender chooses to maintain insurance, the Borrower will insure the Work on a wall-to-wall basis under a fine arts policy for the amount specified above by the Lender against all risk of physical loss or damage from any external cause while in transit and on location during the period of this loan. Note that the Borrower’s fine arts policy may contain the usual exclusions for loss and damage to the Work due to wear and tear, gradual deterioration, insects, vermin, inherent vice, damage resulting from any repairing, restoration, or retouching process, nuclear reaction, radiation or radioactive contamination, and risks of war and that, in the event of loss or damage, recovery may be limited to such amount, if any, as may be paid by the insurer, hereby releasing the Borrower, each of the participating institutions, and the Trustee, officers, agents, and employees of the Borrower and of each of the participating institutions from liability for any and all claims arising out of such loss or damage.

4. If the Lender chooses to maintain insurance coverage, then, prior to the shipment of the Work the Borrower must be supplied with a certificate of insurance naming the Borrower and each of the participating institutions as an additional insured or waiving subrogation against the Borrower and each of the participating institutions. If the Lender shall fail to supply the Borrower with such a certificate, this loan agreement shall constitute a release of the Borrower and of each of the participating institutions from any liability in connection with the Work. The Borrower cannot accept responsibility for any error or deficiency of information furnished to the Lender’s insurer or for any lapses in coverage.

5. It is understood that the Borrower will not un-frame, clean, restore, or otherwise alter the Work without the express consent of the Lender. Evidence of damage to the Work in transit or while in the Borrower’s custody will be reported immediately to the Lender.

6. The Borrower’s right to return the Work shall accrue absolutely at the termination of the loan. If the Borrower, after making all reasonable efforts and through no fault of its own, shall be unable to return the Work within sixty days after such termination, then the Borrower shall have the
absolute right to place the Work in storage, to charge regular storage fees and the cost of the
insurance therefore, and to have and enforce a lien for such fees and cost. If, after five years, the
Work shall not have been reclaimed, then, and in consideration for its storage, insurance, and
safeguarding during such period, the Work shall be deemed an unrestricted gift to the Borrower.
7. The Borrower accepts this agreement on the understanding that the Lender has full authority to
enter into such an agreement as the legal owner of the Work or authorized agent of the owner.
THE CONDITIONS OF THIS LOAN AS STATED ABOVE, ARE ACCEPTED

Institution:_____________________________________________

________________________
signature
title

________________________
printed name
title

OWNER

Institution: Daughters of the Republic of Texas

________________________
signature
title

________________________
printed name
date

________________________
President General

________________________
signature
title

________________________
printed name
date

________________________
Recording Secretary General

________________________
signature
title

________________________
printed name
date

________________________
Chairman, DRT Library Collection Committee

________________________
signature
title

________________________
printed name
date

DRT LIBRARY COLLECTION ADMINISTRATOR

Institution: Texas A&M University-San Antonio Archives & Special Collections

________________________
signature
title

________________________
printed name
date