

**General:**

1. The objects requested for loan (the "Loaned Property") are lent by Lender to Borrower for the period set forth by the Lender (the "Term"), and upon the terms and conditions of this Agreement. Borrower and Lender expressly agree that this Agreement constitutes a loan and not a bailment; Borrower's responsibility for the Loaned Property shall be as set forth below.
2. This Agreement must be fully executed and delivered by both Lender and Borrower prior to the commencement of any loans or other related activities hereunder.
3. Borrower will be responsible for all costs associated with the loan of the Loaned Property hereunder from Lender, including but not limited to conservation, packing, shipping, customs clearance, insurance, photography, courier accompaniment, and special crating, framing, mount fabrication and/or display requirements (as may be specified by Lender).
4. Borrower is responsible for all clearances, permissions and licenses necessary for the display of the Loaned Property. Borrower agrees to pay directly any and all fees, costs, expenses, losses, liabilities and claims arising from or in connection with the display of the Loaned Property, and indemnify Lender and its affiliated companies, and hold them harmless from the same.
5. Borrower shall provide a completed facilities report to Lender on or prior to submission of this Agreement for approval. The facilities report shall include a full description of security measures provided in all storage and exhibition areas for the Loaned Property.
6. The Loaned Property must remain in the condition in which it is received. No alteration, modification, restoration, fumigation, cleaning or repair of the Loaned Property shall be undertaken by Borrower without the prior written consent of Lender (which Lender may withhold in its sole discretion). Borrower will ensure that all other objects stored or displayed with the Loaned Property are free of infestation of any insects, vermin, bacteria, mold or fungus.
7. Lender reserves the right to withdraw any Loaned Property immediately from the loan and this Agreement where, in the reasonable opinion of Lender, (i) the condition of all or any portion of the Loaned Property has deteriorated; (ii) the security of all or any portion of the Loaned Property appears to be threatened; or (iii) urgent reasons of Lender or its affiliated companies necessitate such withdrawal. In the event of any withdrawal, Lender will use good faith efforts to provide a reasonable substitution; in the event of any such substitution, Borrower and Lender shall execute an addendum to this Agreement setting forth the withdrawn and/or substituted Loaned Property.

8. Lender shall have the right to require that a replica of any proposed Loaned Property be made, which Lender will be responsible for making. Borrower is liable for the cost of the production of any required replicas.

### **Insurance & Security:**

1. Borrower will insure the Loaned Property for full replacement value (as specified by Lender) from the time the Loaned Property leaves Lender's facility, until the time the Loaned Property is returned and final condition reports have been completed by Lender. Borrower must furnish Lender with proof of insurance (satisfactory to Lender in its reasonable discretion) before any Loan Property may be shipped or transported to Borrower or any facility.
2. Borrower is responsible for insuring that adequate measures will be taken to secure the safety and integrity of the Loaned Property, including placement of guards, locks, alarms and any other security measures deemed necessary or desirable by Lender for the protection of the Loaned Property.
3. Exhibition areas where the Loaned Property will be located during the Term shall be under guard during exhibition installation and de-installation, with access to the area limited to those staff immediately involved. Borrower shall insure that the area will be locked and secured when staff is not working.
4. Lender may require that any portion of the Loaned Property comprising small objects be secured by alarm or exhibited in locked cases that are fitted with alarms, and that some type of security mounting be used in the installation of framed objects.
5. Exhibition buildings must be equipped with early-warning smoke detection and fire alarm equipment connected to and monitored at an internal security monitoring system, a local fire department, or a reputable alarm company 24 hours a day.
6. Borrower is responsible for any and all loss or damage to the Loaned Property while in its possession, care, custody or control, or while the Loaned Property is being shipped to and from the display location.
7. Borrower will immediately report any loss or damage to the Loaned Property to Lender by telephone and confirm in hard copy by fax or e-mail. Such report shall provide a description of the extent and circumstances surrounding the loss or damage. Without prior written consent of Lender, no repairs may be affected by Borrower beyond any steps prudent and necessary to halt or stabilize the damage to the Loaned Property.
8. In cases of loss or damage, Borrower shall be financially responsible to Lender for any portion of the loss or damage not paid by the insurance obtained by Borrower hereunder. This responsibility, however, does not relieve Borrower from obtaining insurance as specified above.
9. Borrower shall not lend, loan or otherwise transfer the Loaned Property to any third party for any purpose whatsoever, nor will the Loaned Property be moved to any

location other than as specified above, without receiving Lender's prior written consent (which Lender may withhold in its sole discretion).

**Environmental conditions:**

1. Environmental controls must be sufficient to maintain temperatures between 68° F to 72° F (20° C to 22.2° C) and 45-55% relative humidity. Lender may require that checks be carried out (at Borrower's expense) during the Term to ascertain that conditions remain in accordance with the terms and conditions of this Agreement, and result of said checks shall be furnished directly to Lender.
2. Light levels will be kept within appropriate boundaries, not to exceed 15 foot-candles.
3. No portions of the Loaned Property may be displayed within close proximity to sources of heat or cold air, or in cases or vitrines with internal temperatures exceeding 75°F.
4. No food or beverages is permitted in areas where the Loaned Property is stored or exhibited, nor will smoking be permitted in such areas.
5. If at any time Lender, in its sole discretion, determines that any aspect of the manner in which the Loaned Property is to be packaged, shipped or displayed is unacceptable, and Borrower is unable or unwilling to make acceptable arrangements, Lender may terminate the loan forthwith.

**Shipping and Handling:**

1. Lender reserves the right to determine at any time prior to or during the Term that courier accompaniment is required, and if so, to designate the courier.
2. All shipping arrangements will be made by Borrower (at Borrower's expense) in consultation with Lender's staff. Lender will approve all shipping arrangements in writing and shall be provided with all tracking information during the shipment of the Loaned Property.
3. Lender will determine all appropriate means of packing the Loaned Property for transport. Borrower will be responsible for all costs associated with the specified packing.
4. Borrower agrees that the Loaned Property will be handled only by trained staff. All movement and handling of the Loaned Property will be supervised by Borrower's permanent, trained archival, curatorial, conservation or registrarial staff; in the event Borrower does not have sufficient trained staff as set forth above, or if Lender determines that Borrower's staff has insufficient training or experience in the handling of the Loaned Property, Lender reserves the right to require Borrower to utilize Lender's staff, or at Lender's discretion to retain independent contractors (satisfactory to Lender in its sole discretion), to oversee all movement and handling of the Loaned Property.

5. Condition reports will be annotated and signed within five (5) days of the receipt of Loaned Property by a qualified and authorized representative of Borrower and by a representative of Lender, if one is present. Borrower waives any objection to Lender's condition notes if condition reports have not been annotated and returned to Lender within five (5) days of the receipt of the Loaned Property.
6. Borrower will keep Lender's packing crates and materials for return shipment, and the Loaned Property will be repacked using the same protective methods and materials. The Loaned Property will be returned to the same place where it was picked up, unless otherwise agreed to by Lender's staff. In addition to any liability for any of the Loaned Property pursuant to the terms and conditions hereof, Borrower will be liable for the replacement value of all shipping containers in the case of loss or damage thereto.
7. All mounts, supports, fixtures and display cases must be approved by Lender in writing, prior to shipment of the Loaned Property. In special cases, Lender may permit open exhibition, as specified in writing. In such cases, reasonable care (agreed to by both Borrower and Lender) must be taken to ensure that the public cannot touch the Loaned Property.

#### **Photography and Reproduction:**

1. The Loaned Property may be photographed individually by Borrower as necessary for condition reports, and in general installation views by professional photographers authorized by Borrower. Such general installations photography may be made in any medium and may be used only for educational and archival purposes. Copies of these photographs shall be provided to Lender without cost.
2. All permissions for photography and reproductions are granted for the Term only, and are terminated upon completion of the loan.
3. Works will not be unframed, unglazed, unmated, or removed from mounts, vitrines, or pedestals for photography without the prior written consent of Lender (which may be withheld in Lender's sole discretion).
4. Except as authorized above, reproduction of the Loaned Property by Borrower or any third party is strictly prohibited in any form, product, or publication, whether for commercial distribution or otherwise, without prior written permission for such specified use obtained from Lender (which the Lender may withhold in its sole discretion). Notwithstanding the foregoing, in connection with any display of the Loaned Property to the general public, Lender consents to the photography of the Loaned Property by individual members of the public for their own personal, non-commercial use; provided that Lender may specify any restrictions on such photography (e.g., no flash photography).
5. Scientific and or investigative studies shall not be carried out on any portion of the Loaned Property without prior written permission of Lender (which may be withheld in Lender's sole discretion).

6. Reference photography (i.e. catalog shots) & documentation about the assets will be furnished to Borrower at its request and in Lender's discretion. Publication-worthy images for exhibition catalogues shall be created only under Lender's supervision, at Borrower's sole cost.

**Credit:**

1. Borrower agrees to provide Lender with two (2) copies of any publication or catalog released in conjunction with the exhibition in which the Loaned Property is being displayed, or with news clippings in which the exhibition is featured if there is no publication or catalog.
2. Lender retains the right to final approval of all captions, advertising or catalog copy pertaining to the Loaned Property. Borrower will furnish the foregoing to Lender sufficiently in advance of publication deadlines to allow Lender ample time to review and comment.
3. Borrower agrees to accord Lender in connection with the display of the Loaned Property, and in all labels, advertising, catalogs, etc. in connection therewith, substantially as follows:

<insert object name here>  
<Insert **Production Title** and (4 digit release year) here>  
Courtesy of NBCUniversal Archives & Collections

This Agreement shall be governed by the laws of the State of California, without regards to its conflicts of law principles. Borrower irrevocably submits to the jurisdiction of any California State or US Federal court located in Los Angeles County, California, with respect to any dispute arising out of this Agreement.