

The
PHI BETA KAPPA
Society

TRAVELING EXHIBIT LOAN AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 20__ by and between the Phi Beta Kappa Society, a District of Columbia unincorporated association (hereinafter sometimes, "Lender") located at 1606 New Hampshire Avenue, NW, Washington, DC 20009 and <Borrowing Institution>, a _____, (hereinafter, "Borrower") located at <Address of the Borrowing Institution>.

Whereas, the Lender and Borrower, intending to be legally bound, wish to enter into this contract pursuant to the terms and conditions herein set forth;

NOW, THEREFORE, in consideration for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. LOAN CONTENTS: The contents of the loan will consist of those items described in Exhibit "A" attached, and hereafter referred to as "Exhibition".

2. PERIOD OF LOAN: The Exhibition will be displayed publicly by the Borrower between <date> and <date>. Thereafter, the Borrower will return the Loaned objects to the national office of the Phi Beta Kappa Society, or forward it to such other borrower as the Phi Beta Kappa Society requests. The Borrower will forward the Exhibition as instructed.

Borrower's shipping address is: <address>

The name of the contact person for Exhibition is: <name>

3. SHIPPING ARRANGEMENTS, PAYMENT AND NOTICE: Unless otherwise agreed to in writing by the parties, the Borrower will make all shipping arrangements for the Exhibition. Borrower will pay the cost of shipping the Exhibition to the national office of the Phi Beta Kappa Society or to another borrower as instructed. Shipping from the national office of the Phi Beta Kappa Society to the Borrower will be paid for by Phi Beta Kappa.

4. WITHDRAWAL OF OBJECTS: The Phi Beta Kappa Society reserves the right to withdraw one or more images of the Exhibition and may substitute similar images if required. If withdrawal is requested, the Borrower will respond promptly and cooperate fully, following all packing and shipping instructions.

5. INSURANCE: When shipping the Exhibition, the Borrower is responsible for purchasing insurance sufficient to replace the exhibit contents valued at \$500. The Borrower is responsible for all damage to the Exhibition during the tenure of this loan, normal wear and tear excepted.

6. INDEMNITY: The Borrower agrees to defend, indemnify, and hold harmless the Phi Beta Kappa Society and its officials, directors, agents, and employees from and against any and all loss of or damage to property or injuries to or death of any person, and from any and all claims, costs, damages, lawsuits, causes of action, judgments, suits, or proceedings of any kind brought as a result of any matter arising out of Phi Beta Kappa's loan of the Exhibition to the Borrower.

7. FACILITIES REPORT: The location and condition of the facilities where the Exhibition will be displayed are described in Exhibit "B" attached hereto and Borrower affirms that the Exhibition will be displayed as set forth in the attached Exhibit B during the entire period of the loan.

8. PACKING, HANDLING, AND REPORTS

A. All packing, unpacking and handling instructions must be followed explicitly. Crates must be closed when in storage and kept in a dry, climate controlled area. The crates will be reused for re-packing and shipping the Exhibition.

B. Within two days of receiving the Exhibition, Borrower shall examine each object loaned and report the condition of each object to the national office of the Phi Beta Kappa Society.

C. After the conclusion of the public display of the Exhibition, and immediately prior to packing the objects for return to the national office of the Phi Beta Kappa Society or next borrower, Borrower will again examine each object loaned. Borrower will note any change in the outgoing, as compared to the incoming condition, and will report any damage to the national office of the Phi Beta Kappa Society.

D. The Borrower will have the Exhibition packed and shipped in time for it to be received within 72 regular working hours of the opening date at the next venue. If the Exhibition arrives late at the next site as a result of the Borrower's failure to follow shipping instructions and meet shipment deadlines, Borrower will be liable for any expenses associated with the delay which must refund to the next borrower.

E. If damage has occurred during transportation of the Exhibition to Borrower's venue, Borrower will notify the carrier immediately. All materials will be saved until the carrier's agent has inspected the packaging and the damage. Borrower will provide the national office of the Phi Beta Kappa Society with documentation of any damages as soon as possible.

The Borrower shall not attempt to repair damaged objects without the written permission of the Phi Beta Kappa Society.

Frames may not be opened by the Borrower, nor may items be shipped or moved without prior written authorization of the national office of the Phi Beta Kappa Society. All damage must be reported immediately.

9. DISPLAY OF EXHIBIT: Objects selected for exhibition must be properly, securely, and safely displayed on walls or supportive panels. Works will not be leaned against walls or set on tables for display.

Each Object Loaned will be labeled separately.

10. CREDITS: All advertising, promotional, or other informational material of whatever nature or kind concerning the Exhibition, produced by or on behalf of the Borrower, will identify the Exhibition as being: On loan from the national office of the Phi Beta Kappa Society.

11. SECURITY: At all times the Exhibition is in the care of the Borrower, the Borrower will be responsible for the security, protection, and preservation of the Exhibition. The Borrower will exercise its best efforts to protect and preserve each Object Loaned. All Exhibition Objects will be protected at all times against direct sunlight, rain, excessive humidity, and from fading, buckling, scorching, and cracking caused by direct or reflected sunlight, strong artificial light, florescent light, or proximity to excessive and damaging heat or cold.

12. REPRODUCTION OF OBJECTS: Borrower may not copy or otherwise reproduce any Object Loaned in any media (including photography) for commercial purposes or sale. Objects may be photographed only for educational, promotional, and publicity purposes and during preparation of condition reports.

13. PUBLICITY: Borrower will be responsible for advertising and promoting the Exhibition at Borrower's venue. The Phi Beta Kappa Society may advertise and promote the Exhibition to the degree and manner it chooses. Borrower and the Phi Beta Kappa Society will cooperate with one another on advertising and promotion, and Borrower will deliver to the Phi Beta Kappa Society copies of any advertising, promotional, or other printed materials prepared by or on behalf of the borrower in connection with the Exhibition and the Phi Beta Kappa Society may require that all or a portion of the materials not be used.

14. ENTIRE AGREEMENT: This Agreement supersedes any and all other Agreements and understandings, oral or written, whether prior to or contemporaneous with this Agreement. The Loan Agreement and all rights arising thereunder are personal and cannot be assigned without written consent of the other party.

15. CHANGES TO THIS AGREEMENT: Any changes to this Agreement must be made in writing, signed by both parties.

16. APPLICABLE LAW: This Agreement will be governed by and construed and enforced according to the laws of the District of Columbia, United States of America.

17. CONSTRUCTION AND SEVERABILITY: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or ability to enforce of any other part of this Agreement.

Signature of Authorized Agent for Borrower

Date

Print Name and Title

Signature of Authorized Agent for
Phi Beta Kappa Society

Date

Print Name and Title