



401 North 27<sup>th</sup> Street  
 Billings, Montana 59101  
 p:406-256-6804 f:406-256-6817

# Yellowstone Art Museum Community Collection Outgoing Loan Agreement

The Yellowstone Art Museum hereby lends to the Borrower identified below the object(s) described herein for the purposes of exhibition or research and subject to the terms and conditions set forth.

**Purpose/Exhibition** Loan for display in the County Commissioners' Meeting Room

**Exhibition dates** September 21, 2016 – September 20, 2017

**Loan period** September 21, 2016 – September 20, 2017

**Borrower**

Name Yellowstone County Contact Bill Kennedy, County Commissioner  
 Institution Yellowstone County Courthouse Alternate contact Paulette Turner-Byrd  
 Address 217 North 27<sup>th</sup> Street Billings, Montana 59101  
 Telephone 406/256.2703 Fax 406/256.2777 E-mail pturner-byrd@co.yellowstone.mt.gov

**Object**

Accession # Three (3) objects from the Community Collection  See attached list  
 Artist \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_  
 Media \_\_\_\_\_ Size \_\_\_\_\_  
 Support \_\_\_\_\_ Signature or inscriptions \_\_\_\_\_  
 Exact form of credit line for exhibition label, catalog: \_\_\_\_\_

**Shipping/Packing** Unless otherwise specified, all objects will be released from and returned to:  
 Registrar, Yellowstone Art Museum, 401 N. 27<sup>th</sup> Street, Billings, MT 59101

**Display Requirements** Special display requirements: None

**Insurance** Insurance value \$ \$2,500 (  See attached list)  
 To be carried by Borrower  
 \_\_\_\_\_ To be carried by the Yellowstone Art Museum

**Signatures**

*The Borrower acknowledges that he or she has full authority and power to enter into this agreement, has read the conditions on the back or this form, and agrees to be bound by them.*

Signature: [Signature] Date: 14 Sep 16  
 Executive Director, Yellowstone Art Museum

Signature: [Signature] Date: 9/28/16  
 Borrower's representative  
John Ostlund, Commissioner  
 Printed name and title

**Conditions governing loan of objects from the Yellowstone Art Museum  
(The Museum)**

**General Contractual Terms**

1. Loans are made for the purpose of exhibition. Borrowed works may not be removed from exhibition to be stored by the Borrower.
2. A written loan agreement for approved loans will be supplied by the Museum in advance of the loan period. In the event of a conflict between this agreement and any form used by the Borrower, the terms of this agreement shall be controlling.
3. Objects on loan to the Museum shall remain in its possession for the time period listed on the face of this agreement unless arrangements are made in writing for an extension.
4. The Museum must be notified immediately of any change in the dates of the loan period. The Museum reserves the right to withdraw the loan as a result of such changes.
5. Irrespective of the original terms of the loan, the Borrower shall return any or all of the objects to the Museum at any time, if so requested by the Museum. The Museum will make every effort to give reasonable notice.

**Care, Preservation & Exhibition**

1. Objects borrowed shall be given proper care to insure against loss, damage, or deterioration. The Borrower agrees to meet any special requirements for installation and handling.
2. The Museum certifies that the objects lent are in condition to withstand ordinary strains of packing, transportation, and handling.
3. The Borrower agrees to maintain adequate security precautions against fire, theft, handling by unauthorized personnel, and other hazards.
4. Only trained personnel may unpack, repack, and handle the objects. Gloves must be worn whenever handling the loan, unless other arrangements have been made.
5. The Museum is to be notified immediately, followed by a full written and photographic report, in the event of damage or loss. If damage occurred in transit, the Borrower will notify the carrier as well as the Museum and will save all packing materials for inspection. No object may be altered, cleaned, repaired, fumigated, or scientifically analyzed without the written consent of the Museum, nor may framing, matting, mounting, or glazing be changed without written consent.
6. The Borrower agrees to maintain the following conditions in the galleries and/or exhibition cases:

Temperature: 68 degrees +/- 10 degrees

Humidity: 45% +/- 15% RH

Light: Tungsten, preferred limited daylight. If fluorescent and/or daylighting are unavoidable, UV filtering is requested. For works on paper, fugitive media, or artifacts of organic materials, no direct daylight.

**Transportation and Packing**

1. The Borrower agrees to assume responsibility for the costs of packing, crating, and transport of the borrowed object(s).
2. Loans will be transported by the most direct route possible, and transportation arrangements must be approved by the Museum's Registrar. Costs of packing, shipping will be borne by the Borrower.
3. The Borrower agrees to check the condition upon the object's arrival and again prior to repacking for return. Any changes in condition must be noted by the Borrower on the condition report supplied by the Museum.

**Insurance**

1. Objects shall be insured at the Borrower's expense and for the value stated on the face of this agreement under an all-risk wall-to-wall policy subject to standard exclusions.
2. The Museum shall determine in consultation with the Borrower whether the Borrower insures the objects or whether the Museum insures them and bills the Borrower for the premium. If the Borrower is insuring the objects, the Museum must be furnished with a certificate of insurance or a copy of the policy naming the Museum as additional insured prior to shipment of the loan.
3. The Museum must be notified in writing at least 30 days prior to any cancellation or meaningful change in the Borrower's policy. Any lapses in coverage, any failure to secure insurance, and/or inaction by the Museum will not release the Borrower from liability for loss or damage.
4. In the case of long-term loans, insurance values may be reviewed periodically.

**Additional Costs**

1. The Borrower will agree in writing, in advance, to assume responsibility for all expenses incurred by the Museum to prepare the object(s) for loan, insurance, photography, and any and all other related costs. The Museum will make every effort to provide the Borrower with estimates in advance of all applicable costs.

**Cancellation/Return/Extension**

1. The loan is made with the understanding that the object will be on view during the entire exhibition period for which it has been requested. Any intention by the Borrower to withdraw the loan from the exhibition at any time must be communicated to the Museum immediately.
2. The Museum reserves the right to recall the loan or cancel the loan for good cause at any time, and will make an effort to give reasonable notice thereof. Objects lent must be returned to the Museum by the stated return date. Any extension of the loan period must be approved in writing by the Museum's Executive Director or his or her designate and covered by written extension of the insurance coverage.

**Publicity and Photography**

1. Loans may be reproduced for publicity purposes from photographs supplied by the Museum or from photographs produced by the Borrower and approved by the Museum. No object may be photographed by the Borrower without prior written consent from the Museum.
2. Credit must be included on all labels, and publicity in the form noted on the face of this agreement.
3. Photography of the loan by the public is permitted, except as limited on the face of this agreement, provided that the photographs are not used for reproduction or publication, including internet publication.

Lender initials: \_\_\_\_\_



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# Yellowstone Art Museum Community Collection Outgoing Loan Agreement

## List of Three (3) loaned items to display in the County Commissioner's Meeting Room:



1. Accession #: SD2009.001.063  
Artist: Edith Freeman  
Title: *Rocks Going to the Sea*  
Date: Not Dated  
Size: 29.5 x 22"  
Media: Woodcut  
Credit line: On loan from the Yellowstone Art Museum Community Collection.  
Donated in memory of Jean R. and Dr. Bruce Anderson.  
Value: \$1,000



2. Accession #: SD2015.003.002  
Artist: Jean Albus  
Title: *Floating Over Summer Road*  
Date: 2008  
Size: 12.5 x 15.5"  
Media: Archival inkjet print  
Credit line: On loan from the Yellowstone Art Museum Community Collection.  
Gift of Betty Whiting.  
Value: \$600



3. Accession #: SD2015.003.005  
Artist: Bob Wade  
Title:  
Date: Not Dated  
Size: 20.5 x 36"  
Media: Oil on serigraph from a vintage photo  
Credit line: On loan from the Yellowstone Art Museum Community Collection.  
Gift of Betty Whiting.  
Value: \$900



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### DELIVERY RECEIPT

INCOMING  
 OUTGOING

Date: 21 September 2016

Shipped to/Taken by: County  
Commissioner's ofc 406-256-2703  
person/agency phone

217 N 27<sup>th</sup> St Billings, MT 59101  
address city, state, ,zip

Itemized Description:

*Edith Freeman Rocks Going to the Sea*  
*Jean Albus Floating Over Summer Road*  
*Bob Wade Untitled*

In-transit insurance covered by: YAM

Mail:  Insurance# \_\_\_\_\_  Certified # \_\_\_\_\_  Registered # \_\_\_\_\_

Mail Courier:  UPS  DHL  FEDEX  other: \_\_\_\_\_

Freight Carrier: \_\_\_\_\_ Waybill # \_\_\_\_\_

Walk out: Kelly & Amanda 406-256-6804  
messenger phone

Section shipping:  Collections  Conservation  Exhibits  Administration

For:  Return to owner  Loan  Repair

Other: \_\_\_\_\_

Released to: [Signature] Date: 9/28/16

Released by: [Signature] Date: 28 Sep 2016

Please sign and return one copy