

CONDITIONS OF LOAN

AS 41.35.020 gives title to the state of artifacts and paleontological materials from state lands, including tidelands and submerged lands, and establishes the authority of the Alaska Department of Resources (DNR) to manage the materials. All loans are inter-institutional (between the Alaska Department of Natural Resources and another institution, government agency, corporation, or organization that has demonstrated the ability to safely care for the type materials being requested, with the exception that artifacts or samples may be loaned to a specialist for scientific analysis. Upon notice, any borrower must return the borrowed materials to DNR within 60 days.

I. CARE AND PRESERVATION:

Objects borrowed shall be given proper care to protect against loss, damage, or deterioration. The borrower agrees to comply with any special requirements for handling or storage noted by lender or required by best practices in the museum profession. All objects lent by DNR will have been thoroughly examined and documented prior to the loan. The borrower is expected to preserve the objects in the condition in which they were received. The borrower assumes full responsibility for any loss or damage to the materials once they have been received from DNR. The borrower will not transfer possession, remove tags, repair, clean, alter, or restore objects it has received on loan without express written approval from DNR. Objects must be maintained in a building equipped to protect them from fire, smoke, or flood damage; and protected from extreme temperatures and humidity, excessive light, and from insects, vermin, dirt, or other environmental hazards. Objects must be handled only in a manner that will not cause damage or precipitate deterioration, and be secured from damage and theft by appropriate brackets, railings, display cases, or other responsible means. The borrower will not perform destructive analysis on any object without prior express written approval from DNR.

II. INSURANCE:

The borrower may be required to provide insurance for the value stated on the face of this agreement under an all-risk, **wall-to-wall** policy subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin or inherent vice, repairing, restoration, or retouching process; hostile or warlike action, insurrection, rebellion, nuclear radiation, or radioactive contamination. If insurance is required, the borrower hereby guarantees that the required coverage as described above will be secured and maintained throughout the term of this loan and that DNR will be named as additional insured. DNR may request documentary evidence of such coverage such as a copy of the policy or a certificate of insurance. If the Borrower fails to secure and maintain said insurance, the Borrower will, nevertheless, be required to respond financially in case of loss or damage in full.

III. COSTS:

Unless otherwise noted, all loan-related expenses (packing, transportation, customs, insurance, couriers, etc.) are the responsibility of the Borrower. If objects require conservation treatment prior to or during the loan period, the borrower will consult with DNR regarding best methods, responsibilities, and costs.

IV. PACKING AND TRANSPORTATION:

When the borrower packs or transports objects, it shall be by safe methods and carriers approved in advance by DNR. Borrower must comply with government regulations in international shipments. Unless otherwise agreed, the Borrower is responsible for following its country's import/export requirements and DNR is responsible for complying with its country's import/export requirements.

V. RETURN/ EXTENSION/ CANCELLATION:

The duration of a loan will be indicated on the loan agreement. Upon written notice, the borrower must return the borrowed materials to DNR within 60 days in the same condition as when borrowed, regardless of any date or time specified on the loan agreement.

VI. SPECIAL CONDITIONS:

DNR may attach stipulations to the Loan Agreement, which become a part of the agreement..