

## LONG TERM LOAN AGREEMENT

**THIS AGREEMENT** dated this \_\_\_\_ day of \_\_\_\_\_ 2017, between:

THE CITY OF FORT LAUDERDALE, FLORIDA, a municipal corporation organized and existing under the law of the State of Florida, hereinafter referred to as "CITY"

and

FORT LAUDERDALE HISTORICAL SOCIETY, INC., a Florida not-for-profit corporation, hereinafter referred to as "BORROWER"

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and BORROWER agree as follows:

The City agrees to loan to Borrower, certain artifacts, specimens and associated records listed in Attachment A (hereinafter referred to as the "Collection"), which were collected, secured and cataloged on behalf of the City by Archaeological and Historical Conservancy, Inc.

The artifacts, specimens and associated records are being loaned for the purpose of exhibition and supplementing the Collection of the Fort Lauderdale Historical Society, Inc., beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

During the term of the loan, the Borrower agrees to handle, package and ship or transport the Collection in a manner that protects it from breakage, loss, deterioration and contamination, in conformance with the regulation 36 CFR part 79 for the curation of federally-owned and administered archeological collections and the terms and conditions as follows:

### 1. Protection

- a. The Borrower agrees to assume full responsibility for the safety of the borrowed objects during the period of the loan and to return the objects in the same condition as received.
- b. Objects must be exhibited in an adequately guarded space and protected from handling, damage, and theft with appropriate railings, display cases, and other means.
- c. Any damage, loss, or theft must be reported immediately to the City. No cleaning, repair work, reframing, or other physical treatment will be done without permission of the City.

- d. All artifacts must remain in the possession of the Borrower until returned to the City. No artifacts should be relocated without written consent of the City.

## 2. Transportation and Packing

Delivery and return of the borrowed artifacts are subject to prior approval by the City. Packing and transportation costs will be billed to the Borrower.

## 3. Insurance

Insurance in the amount of the value determined by the City must be placed on all loans and carried in force by the Borrower from the time the artifacts are placed into the possession of the Borrower until the artifacts are returned to the City in satisfactory condition. Coverage must be approved by the City, and the Borrower will be required to show written proof of coverage.

## 4. Extension, Termination, or Cancellation

- a. Any extension of the loan period should be requested at least two weeks prior to the termination date of the loan.
- b. If the Borrower ceases to use the artifacts prior to the ending date of the loan, the City should be notified, and the artifacts returned as soon as possible.
- c. The City reserves the right to withdraw this loan at any time in the case of negligent handling by the Borrower.
- d. Upon termination of this agreement, the Borrower agrees to properly package and ship or transport the Collection to the City.
- e. Either party may terminate this agreement, effective not less than 14 days after receipt by the other party of written notice, without further liability to either party.

## 5. Photography

A loan approval does not automatically grant or confer rights to publish in any medium (including photography) the artifacts involved. Publication of photographs of loaned artifacts is prohibited unless authorized in writing by the City. This loan agreement serves as written authorization and allows for the publication of loaned artifact photographs by the Borrower for use in the following media: press releases related to the Archaeology exhibit, the museum website, and the museum's social media outlets (e.g., Facebook). Photography of loan artifacts is permitted unless prohibited in writing by the City.

6. Reproduction

Reproduction of loaned artifacts is prohibited unless authorized in writing by the City.

7. Credits and Publicity

The City will be credited for each loan in labels, catalogs, and publicity as follows:

"Courtesy of the City of Fort Lauderdale, Florida."

The City is to receive two copies of any publication or catalog for which objects have been lent.

8. Costs

All costs incident to the loan, including repairs and replacements resulting from damage, will be assumed by the Borrower. Within five (5) days of discovery, the Borrower will notify the City of instances and circumstances surrounding any loss of, deterioration and damage to, or destruction of the Collection and will, at the direction of the City, take steps to conserve damaged materials. Such repairs shall be carried out as specified and approved by the lender.

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

By \_\_\_\_\_  
LEE R. FELDMAN, City Manager

ATTEST:

Date: \_\_\_\_\_

\_\_\_\_\_  
JEFFREY A. MODARELLI  
City Clerk

(CORPORATE SEAL)

Approved as to form:

\_\_\_\_\_  
D'WAYNE M. SPENCE  
Assistant City Attorney

FORT LAUDERDALE HISTORICAL SOCIETY,  
INC., a Florida Not for Profit Corporation,  
219 S.W. 2<sup>nd</sup> Avenue  
Fort Lauderdale, Florida 33301

By: \_\_\_\_\_  
KATHERINE LOCHRIE  
As President and authorized agent

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by KATHERINE LOCHRIE, as President and authorized agent of the Fort Lauderdale Historical Society, Inc., a not for profit corporation of the State of Florida.

\_\_\_\_\_  
Notary Public, State of Florida

Printed Name: \_\_\_\_\_

My Commission Number:

**Attachment A**  
**Inventory of the Objects being Loaned**

**Attachment B**  
**Terms and Conditions of the Loan**