



**Japanese American Museum of San Jose
POLICY REGARDING LOANING ARTIFACTS**

Eligibility

Loans of artifacts from the collection of the Japanese American Museum of San Jose (JAMSj) will be considered for non-profit museums/galleries, educational organizations, and other non-profit institutions for temporary exhibitions and longer-term installations of educational significance.

Application

Those seeking to borrow artifacts from JAMSj should apply in writing via US Mail or Email to:

Jim Nagareda, Executive Director
Japanese American Museum of San Jose
535 North Fifth Street
San Jose, CA 95112
james@jamsj.org

Loan requests must be received at least 90 days prior to the date the artifacts are needed, and the applicant should include the following information:

- a. The educational, historic, cultural, or other purpose to which the loan of artifacts is meant to contribute.
- b. Description of the kind of artifacts the borrower wishes to borrow.
- c. The number of each kind of artifact in (b).
- d. A description of the physical environment in which the loaned artifacts will be displayed (eg locked glass display case; open shelf; inside/outside the building, etc.).
- e. A description of how the artifacts will be insured against damages, loss, or theft while in transit and while in the possession of the borrower.
- f. A statement of intent to consent to the terms of the JAMSj Outgoing Loan Agreement attached hereto.
- g. The dates that the borrower wishes to have the artifacts.

Approval by JAMSj

Applications for borrowing artifacts shall be reviewed and approved by the Collections Committee of JAMSj.

Fees

Borrowing institutions shall be charged an administrative loan processing fee of \$150 per artifact. Borrowing institutions shall also be charged a rental fee of \$150 per artifact per week for the duration of the loan. Borrowing institutions shall also be responsible for all costs of the loan, including but not limited to packing, preparation, shipping, insurance, and courier expenses when applicable.



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OUTGOING LOAN AGREEMENT

BETWEEN:

Japanese American Museum of San Jose (JAMsj) (“Lender”)

535 North Fifth Street

San Jose, CA 95112

Phone: (408) 294-3138 Fax: (408) 294-1657

E-mail: james@jamsj.org

AND:

Institution name (“Borrower”)_____

Address_____

Phone: _____ Fax: _____

E-mail_____

Purpose of loan: Research___ Exhibit___ Educational___ Cultural___ Other___

Loan period: From_____ To_____

Location of loaned artifacts during the loan period:

Loaned Artifacts:

	<u>Description</u>	<u>JAMsj Accession #</u>	<u>Insured Value</u>
a.			
b.			
c.			
d.			
e.			

Terms and Conditions:

1. Borrower agrees that the loaned artifacts will remain in the condition received and will not be repaired, restored, cleaned, painted, or altered in any way without the written permission of JAMsj.
2. All damages to the loaned artifacts at any point will be reported to JAMsj immediately. Borrower agrees to compensate JAMsj for damages up to the value of the loaned artifact specified above.
3. Borrower agrees to use the loaned artifacts for the purpose stated above and will not lend the objects to a third party or change the location without the written agreement of JAMsj.
4. Exhibitions of the loaned artifacts shall be credited as “Collection of the Japanese American Museum of San Jose” in display cases and promotional materials prepared by Borrower.



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- 5. Borrower agrees to be responsible for packing, transportation, exhibition and use, insurance, and all other costs related to the loaned artifacts, both in the initial borrowing and the subsequent return of the artifacts.
6. Borrower will provide primary insurance coverage on the loaned artifacts for at least the values specified above and will provide a certificate of insurance naming JAMsj as an additional insured. JAMsj may waive any or all of this provision in its sole discretion.
7. Borrower agrees to exercise the same care, diligence, and safekeeping with respect to the loaned artifacts as it does with objects in its own collection.
8. Unless otherwise specified below, Borrower agrees to pay an administrative fee of \$150 per loaned artifact and a weekly rental fee of \$150 per loaned artifact. Additional rental fees will be assessed if the loaned artifacts are returned after the end of the loan period above.
9. Borrower agrees that no photos, photocopies, or duplication of the loaned artifacts will be permitted for commercial purposes without the prior written permission of Lender. Borrower assumes full legal responsibility for any alleged copyright infringement.
10. Borrower will indemnify and save harmless Lender, its directors, officers, employees, volunteers, and agents, from any and all claims arising on the part of the Borrower, its directors, officers, employees, volunteers, agents, and visitors in the execution of this agreement.
11. Lender reserves the right to recall any and all loaned artifacts if any loaned artifact is damaged or if Borrower breaches any term of this agreement.

The undersigned are authorized agents of Lender and Borrower, and signature acknowledges acceptance of the terms listed herein:

_____ For JAMsj Date _____
_____ Name/Title
_____ For Borrower Date _____
_____ Name/Title

Loan returned:

_____ For JAMsj Date _____
_____ Name/Title
_____ For Borrower Date _____
_____ Name/Title