

**1913 Dayton Flood Traveling Exhibit Agreement
Special Collections & Archives, Wright State University Libraries
CONTRACT**

Lender:

Special Collections & Archives
Wright State University Libraries
3640 Colonel Glenn Hwy.
Dayton, OH 45435-0001
Tel: 937-775-2092
Fax: 937-775-4109
(Hereafter designated SCA)

Borrower:

Name
Address
City, State, Zip
Tel:
Fax:
E-mail:

EXHIBIT TITLE: 1913 Dayton Flood

LOAN PERIOD: Opening: ~ **Month DD, YYYY** Closing: ~ **Month DD, YYYY**
The exhibit may be loaned for a maximum of 14 days.

EXHIBIT CONTENT: Three (3) free standing fabric exhibit panels and associated pull up display system

FEE: Free, plus shipping (if applicable)

SHIPPING: Borrower is encouraged to pick up the exhibit at Dunbar Library on the Wright State University campus. If shipping is needed, it will be arranged by Lender for delivery, and Borrower for return, using specified Carrier and instructions as stipulated by SCA.

Borrower is responsible for shipping fees – Cost TBD

CREDIT LINE:

Designed by Special Collections & Archives, Wright State University Libraries

SPONSORS:

Generously supported by Friends of the Libraries, Wright State University Libraries, and the Dayton office of Battelle Memorial Institute, Columbus, Ohio.

We the undersigned agree to present this exhibition in accordance with the terms outlined in this contract. This agreement, when signed by both parties, constitutes a binding contract between the Borrower and Special Collections & Archives, Wright State University Libraries.

No changes in the terms of this contract may be made without express written consent of both parties.

I affirm I have full authority on behalf of the Borrower

SCA's Signature: _____

SCA's Name: _____

Title: _____

Date: _____

Borrower's Signature: _____

Borrower's Name: _____

Title: _____

Date: _____

This contract, which consists of 3 pages, is sent in duplicate; please sign and return both copies. One countersigned copy will be returned to you, for your records.

1.0 GENERAL

1.1 The Exhibit is entrusted to the Borrower on the understanding that the Borrower will protect and care for the Exhibit.

1.2 The Exhibit will serve only educational purposes and will not be used for commercial or political purposes.

1.3 Within 3 (three) days of the Exhibit's closing date, the Borrower will return to Special Collections & Archives, Wright State University Libraries the traveling exhibit, case, and copies of all unused promotional material.

2.0 CONSERVATION AND HANDLING OF THE EXHIBIT

2.1 The Borrower agrees to follow all specific written instructions for the Exhibit's handling, packing, and shipping provided by Special Collections & Archives, Wright State University Libraries.

2.2 Storage of the Exhibit prior to installation must be in an area free of pests.

2.3 Empty materials not displayed with the Exhibit must be sealed and stored in an area with pest control measures in place.

2.4 All Exhibit components shall remain in the same condition in which they were received by the Borrower. Fumigation, repair or alterations of any kind may not be carried out without written permission from Special Collections & Archives, Wright State University Libraries.

2.5 Damage, whether sustained in transit or on the Borrower's premises, and regardless of who may be responsible, must be reported immediately to Special Collections & Archives, Wright State University Libraries. Should damage occur during transit, the Carrier must be notified immediately and, where possible, the waybill marked accordingly upon the receipt of the shipment. The Borrower should preserve, and if possible, document with photographs, the damaged components.

2.6 The Borrower will check the contents of the Exhibit against the List accompanying the Exhibit, and immediately report any discrepancies to Special Collections & Archives, Wright State University Libraries.

2.7 Special Collections & Archives, Wright State University Libraries must be notified of any change to the condition of the Exhibit while it is in the custody of the Borrower.

3.0 DISPLAY OF THE EXHIBIT

3.1 The Exhibit will be shown in a professional manner at the place named in this contract.

3.2 The Exhibit will be shown in its entirety without deletions or additions by the Borrower unless Special Collections & Archives, Wright State University Libraries has agreed to specific changes.

3.3 Special Collections & Archives, Wright State University Libraries will provide direction concerning the sequence and layout of the exhibit, which will be followed by the Borrower.

3.4 The Borrower will provide a space for the exclusive use of the Exhibit, and free from any activities such as eating, drinking and smoking.

4.0 TRANSPORTATION

4.1 Special Collections & Archives, Wright State University Libraries will make arrangements for shipping. The Borrower must return the exhibit using the same Carrier and procedures specified by Special Collections & Archives, Wright State University Libraries.

4.2 The Borrower will be responsible for the full cost of shipping, including insurance.

5.0 INSURANCE

5.1 The Borrower is responsible for the Exhibit while in their custody. The Borrower will be held financially responsible for any damage or loss which results from negligence or from failure to follow the terms of this contract.

6.0 SECURITY SYSTEMS AND PROCEDURES

6.1 The Borrower will ensure all security systems and procedures in the facility are in effect while the Exhibit is in their custody.

7.0 CREDITS

7.1 On any additional signage, promotional, and/or support materials generated by the Borrower, the Borrower ensures that credit is given to Special Collections & Archives, Wright State University Libraries and its sponsors as stated on Page 1 of this contract.

8.0 EXHIBITION BROCHURES

8.1 Special Collections & Archives, Wright State University Libraries will make a downloadable PDF of the exhibit brochure available on the web site for the Borrower to print and distribute.

9.0 CANCELLATION AND CHANGES

9.1 Special Collections & Archives, Wright State University Libraries reserves the right to cancel or withdraw the Exhibit at any time if the terms and conditions of this contract are not fulfilled.

9.2 In the event of exceptional circumstances beyond the control of Special Collections & Archives, Wright State University Libraries, it reserves the right to modify the contents of the Exhibit or cancel the Exhibit Tour at any time without penalty.

10.0 FINANCIAL ARRANGEMENTS

10.1 Special Collections & Archives, Wright State University Libraries will not be responsible for expenses incurred by the Borrower in fulfilling the terms of the contract.