

## CONDITIONS FOR LOANS FROM THE HARRY RANSOM CENTER

### Staff Contact

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### I. Loan Program Overview

The Harry Ransom Center supports an active program of loans from its collections. The Center balances the task of preparing and processing materials for loan with its own exhibition program. The benefit of increased public access to its collections must be measured against the Center's internal programs and the demands of preparation, packing, transportation, installation, and exhibition with special consideration to the physical conditions the work must endure throughout the exhibition project. Accordingly, all loan requests are subject to a formal approval procedure. All requests are considered on merit and contribution to the humanities. This document outlines the request and approval procedure for borrowing work from the Center, and establishes the conditions that a borrower must meet in order to receive loan approval.

### II. Approvals Procedure

1. Loan request must be received by the Director at least six months prior to the opening date of the exhibition. Large or complicated loan requests will require a longer advance notice.
2. Registrar will respond to the borrower with preliminary loan information and check that the administration and preparation of the loan can be scheduled into the Center's workload.
3. All borrowers are required to submit the AAM Standard Facilities Report form or provide the equivalent information, which must meet the Center's standards.
4. The curator/librarian will check to see whether the requested works are available for loan, and if so, whether they are in good physical condition.
5. Registrar will convene an in-house assessment meeting to include curatorial, exhibition, and conservation staff to discuss the particulars of the loan request and to look at the materials being requested.
6. Registrar communicates with the borrower with details and costs of the loan.
7. After approval by the borrower of costs and other particulars, registrar will have the loan approved by the Director based on curatorial and conservation recommendations, and will prepare the loan agreement forms and invoice for loan fees.
8. Signed loan agreement must be received and loan fees must be paid prior to shipment.
9. A certificate of insurance must be received prior to shipment.

### III. Deadlines

All loan requests should be made at least six months prior to the opening date of the exhibition. Requests made less than six months in advance are subject to a doubling of the loan fees described below. Loan requests, regardless of nature, made less than 90 days in advance of the exhibition date cannot be considered.

### IV. Initial Inquiries

The Center welcomes exploratory discussions, and urges the exhibition organizer to visit Austin to research and view the works under consideration when possible. Preliminary research concerning a loan should be carried out well in advance so that the formal request can be made in a timely fashion. Please note that the six month lead time does not begin with preliminary inquiries, but with the formal loan request letter (see below).

### V. Formal request

A request to borrow materials from the Center must be in the form of a written request to Dr. Thomas F. Staley, Director, with a copy sent to Sonja P. Reid, Registrar (see contact information above). Please include the following in your request:

- State the importance, contribution, and relevance of the exhibition thesis to the humanities, and why the requested works are integral to that thesis.
- Title of the exhibition.
- Approximate number of works in the exhibition.
- Exhibition venue(s) and dates.
- Loan dates (approximate date of shipment; approximate date of return).
- Name, address, telephone and fax number, and e-mail of the exhibition organizer.
- Name, address, telephone and fax number, and e-mail for the contact person at each venue.
- List of works requested using the Center's call number, shelf mark, or other unique identifying number where possible.
- A copy of the AAM Standard Facility Report or equivalent documentation.

#### VI. The Loan Agreement — responsibilities of the borrower

Provided the works requested from the Center are suitable for loan, the registrar will prepare a formal loan agreement setting out the responsibilities of the borrower in connection with the loan. The standards that must be met are strict and meet the requirements of the Center and The University of Texas Office of Risk Management, which ultimately accepts the risk of loss or damage to the collection. The signatory on behalf of the borrower must be of appropriate institutional authority to sign the Center's loan agreement. **The loan agreement may not be altered without the written approval of both parties.**

#### VII. Costs covered by the borrower

- \$125.00 per work for administrative costs.
- \$50.00 per work per additional venue.
- Packing and crating surcharge of \$100.00 per crate. In some instances, custom crates must be built and will be billed accordingly.
- Any loan-specific conservation preparation.
- Design-specific matting, framing, or display equipment, with a minimum preparation fee of \$50 per item. In-stock frames will be used unless the borrower makes arrangements in advance to supply custom framing.
- Transportation.
- Fees for use of images in exhibition publications or publicity materials. (See the Reproduction and Credit section below).
- Courier travel expenses (if required), include Business Class accommodations when accompanying loans, as well as appropriate lodging (at least 2 nights for international trips) and per diem subsistence of \$50.00 per day (\$75 for international trips).

An invoice will be sent for the loan fees along with the loan agreement. **Payment is due prior to the shipment; the works will not be released to the shipping company unless payment has been received.**

#### VIII. Damage or loss / Preservation standard

- The Center is to be notified immediately, followed by a full written report, including photographic documentation, if damage or loss is discovered.
- No work may be altered, cleaned, or repaired without the written permission of the Center.
- The work must be maintained in a building equipped to protect the work from fire, smoke, or flood damage; under 24-hour physical and/or electronic security; and protected from humidity and temperature extremes, excessive light, and from insects, vermin, dirt, or other environmental hazards.
- Works borrowed shall be given special care at all times to insure against loss, damage, or deterioration. The borrower will exercise the same care with respect to the work as they do in the safekeeping of their own works. The Harry Ransom Center, The University of Texas at Austin,

certifies that the works lent are in condition to withstand the ordinary strains of handling, packing, and transportation.

- The Center will provide condition notes for each of the works lent. Upon receipt and prior to return of the works, the borrower must also make a written record of condition.
- Light levels are restricted and determined on a case-by-case basis. Levels specific to the materials to be loaned will be noted on the Loan Agreement.
- Relative humidity must be maintained at 50% ± 5% and temperature at 70° F ± 2° F; (21° Celsius, ± 2°).
- Objects must be handled only by experienced personnel and be secured from damage and theft by appropriate brackets, railings, display cases, or other responsible methods.
- The borrower agrees to any special requirements for installation and handling stipulated by the Center. Furthermore, the Center may require an inspection and approval of the actual installation by a member of its staff as a condition of the loan, and at the expense of the borrower.
- The borrower will not allow the storage, serving, or consumption of food and/or beverages in the spaces where the works will be stored or displayed.

#### IX. **Transport**

- The borrower will arrange for a specialized fine art shipper to transport the work from Austin, Texas to the borrower's venue and return.
- If a courier is a requirement of loan, all movement of the courier and the loan must be expedited by a specialized fine arts shipper.
- All arrangements must meet the approval of the Center's registrar. Shippers and brokers may only be used with the Center's approval. **Failure to use an approved broker or shipper may result in the cancellation of the loan.**
- The borrower will keep the Center's crates and packing materials for return shipment, and the work will be repacked using the same protective methods and materials. Packing crates will be stored under appropriate environmental conditions to ensure that the crate interiors are in equilibrium (not greater than 50% RH) prior to repacking.
- Unless otherwise specified in writing by the Center, all works will be released from and returned to the Harry Ransom Center, The University of Texas at Austin, 300 W. 21<sup>st</sup> Street, Austin, TX 78712.

#### X. **Fine Arts Commercial Insurance**

- The borrower will insure the work(s) at the borrower's expense for the aggregate value stated on the Center's loan agreement under an all risk, "wall to wall" policy with no deductibles; subject to the standard exclusions of fine arts commercial insurance.
- The Center must be supplied with a certificate of insurance from a well-established carrier specializing in fine arts commercial insurance naming the Center as insured under the borrower's policy prior to the shipment of the loan. **Failure to provide a certificate of insurance from an established carrier in advance of shipment will result in the cancellation of the loan.**
- The Center must be notified in writing at least thirty (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 Center will not release the borrower from liability for loss or damage.

#### XI. **Insurance Valuations**

Insurance valuations for works requested for loan will be supplied by the Center after a formal loan request has been made and where requested prior to approval of the loan. The Center reserves the right to re-value any of the works at any time, to take into account changes in the market value of the works. If necessary, an appraisal may be needed to determine a current market valuation. This cost will be the responsibility of the borrower.

#### XII. **Packing**

All works leaving the Center for loan will be prepared by Center staff prior to departure. A packing and crating surcharge of \$100.00 U.S. per crate will be invoiced to the borrower. The Center typically uses Keal Cases crates and customizes the inside. The crates are the property of the Center. To learn more about the features of these crates, visit the Keal Cases website at: [www.kealcases.com/](http://www.kealcases.com/). In some instances, customized packing crates may be required for the loan. In these instances, the additional cost

of specialized crating will be the responsibility of the borrower. All crates will be built to the Center's specifications, at the borrower's expense. Ransom Center staff will carry out the initial packing and preparation of the work.

### **XIII. Couriers**

It is the policy of the Center to consider requiring a courier to accompany a shipment when the value of the shipment is high and/or the works are of a fragile or unique nature and/or the works require specialized handling or mounting.

### **XIV. Condition examination and installation/de-installation**

- The borrower agrees that upon arrival at its venue, the works will remain in their crates and be allowed to acclimatize for a minimum of 24 hours.
- The borrower agrees that the works will be examined only in the presence of the Center's courier (where required), or the borrower's registration or conservation staff, using the condition report(s) provided by the Center.
- The borrower agrees that only experienced art-handling/preparation staff will install the works. Installation will only take place under the supervision of the Center's courier (where required), or the borrower's registration or conservation staff. If the borrower employs a commercial packing firm, the borrower's trained registration, conservation, or curatorial staff must supervise that firm's employees.
- The borrower agrees that installation will not take place while areas of the exhibition spaces are under construction. Prior to installation of the works, seventy-two hours must be allowed to pass after any painting (e.g. walls, cases) or rug shampooing in the exhibition area has taken place to ensure that hazardous fumes do not affect the works.
- The Center's works are shipped "wall or case ready" for mounting and display. The method of preparing materials for exhibition will be determined by Center staff and outlined for the borrower prior to final loan approval.
- The borrower agrees that only experienced art-handling/preparation staff will de-install the works.
- As a requirement of the loan, works should only be de-installed, condition checked, and packed in the presence of the Center's courier (where required), or the borrower's registration or conservation staff.

### **XV. Loan duration**

Loans approved for traveling exhibitions will be determined on a case-by-case basis. Paper items, when approved, are generally limited to six months *total* exhibition time, or less, as determined by conservation recommendation on an item-by-item basis.

### **XVI. Reproduction and credit**

- Permission for reproduction, including electronic formats, must be obtained in writing from the Center. Permission must also be obtained from the copyright holder, if any. The borrower is required to provide two copies of the exhibition catalogue and any exhibit-related print materials to the Registrar.
- The Center will automatically prepare digital photographs of the works lent. These images may be used by the borrower for exhibition catalogs, routine non-commercial educational uses, and publicity and are subject to the Center's usual publication policies and fees.
- No other reproduction of works lent can be made without written permission from the Center and the copyright holder.
- Each work must be labeled and credited to the Harry Ransom Center, The University of Texas at Austin in the exact format provided on the loan agreement, both for display labels and publication credits.
- For specific photography and publication use questions, please visit the 'Policies, Forms, and Fees' section on the Center's web site: [www.hrc.utexas.edu/research/forms/](http://www.hrc.utexas.edu/research/forms/)
- To request images, please contact the specific collection for the materials being requested for loan. Contact information may be found on the Center's web site: [www.hrc.utexas.edu](http://www.hrc.utexas.edu)

### **XVII. Cancellation of loans**

The Center recognizes that a borrower may cancel a loan, or other circumstances may prevent the shipment and exhibition from taking place as planned. **Once remitted, loan-processing fees are non-refundable regardless of circumstance.**

**XVIII. Liability**

The Center assumes no responsibility for delays in shipping of the loan works to the borrower caused by circumstances beyond its control, including, but not limited to, incomplete payment, absence of required documents, extreme weather conditions, terrorist attacks, or labor disputes.