



HARRY RANSOM CENTER

THE UNIVERSITY OF TEXAS AT AUSTIN

EXHIBITION LOAN POLICY CONDITIONS FOR LOANS

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I. Loan Program Overview

The Harry Ransom Center supports requests loans from its collections for exhibitions. The Center balances the task of preparing materials for loan with its own exhibition program. All requests are considered on merit and contribution to the humanities. Accordingly, all loan requests are subject to a formal approval procedure. This document outlines the request and approval procedure for borrowing works from the Center, and establishes the conditions that a borrower must meet in order to receive loan approval.

II. Initial Inquiries

The Center welcomes exploratory discussions, and urges the exhibition organizer to visit the Center to view and research the works under consideration. Preliminary research concerning a loan should be carried far enough in advance so that the formal request can be made within the one to two year lead time. **Please note that the lead time is calculated from the date the Formal Loan Request is received.**

III. Approvals Procedure

1. A Formal Loan Request must be received by the Director **12-24 months** before the opening date of the exhibition, depending on the type of material requested (see the “Deadlines” and “Formal Loan Request” sections below). The Ransom Center does not loan collections to short-term special events (e.g. conferences, meetings, receptions, lectures, and similar functions).
2. All prospective borrowers are required to submit the AAM Standard Facilities Report form or provide equivalent information which must meet the Center’s standards.
3. Registrar will respond with preliminary loan information and check that the administration and preparation of the loan can be scheduled into the Center’s workload.
4. Following an in-house assessment, registrar makes a recommendation to the Director to approve or disallow the loan based on curatorial and conservation recommendations, and communicates conditions of the loan and projected costs.
5. After the prospective borrower approves costs and other particulars, registrar will prepare the loan agreement forms and invoice for loan fees.
6. A signed loan agreement must be received and loan fees must be paid prior to shipment. See

Deadlines for more information.

7. A certificate of insurance must be received prior to shipment.

IV. Deadlines: Requests due 12-24 months in advance of exhibition

- Item selection and display specifications **must be complete** at the time the Formal Loan Request is made.
- Formal Loan Requests for **costume** items require a minimum of 24 months notice for domestic and international loans.
- Formal Loan Requests, regardless of nature, made less than one year in advance of the exhibition date cannot be considered.
- **All Loan Agreements require 4-6 months lead time for signatures and full execution.**

Domestic Formal Loan Requests:

1. Loans requests within the United States must be made at least **12 months** prior to the opening date of the exhibition, plus added time for any additional approvals required as described above.

International Formal Loan Requests:

1. International loan requests must be made at least **24 months** prior to the opening date of the exhibition, plus added time for any additional approvals required as described below.
2. University of Texas at Austin Board of Regents must approve museum loans to foreign government organizations. If applicable, the final loan agreement must be submitted 4 months prior to Board of Regents meeting dates of February, May, August, and November.

V. Formal Loan Request

A Formal Loan Request to borrow materials from the Center must be in the form of a written request to Dr. Stephen Enniss, Director, with a copy sent to Ester Harrison, Registrar (see contact information above).

Please include the following in your request:

1. Title of the exhibition.
2. Exhibition venue(s) and dates.
3. Loan dates (approximate date of shipment; approximate date of return).
4. Name, address, telephone and fax number, and e-mail of the exhibition organizer.
5. Traveling exhibition: Name, address, telephone and fax number, and e-mail for the contact person at each venue.
6. State the importance, contribution, and relevance of the exhibition thesis to the humanities, and why the requested works are integral to that thesis.
7. Approximate total number of works in the exhibition.
8. List of works requested using the Ransom Center's object identification number or call/shelf number; include display information for each item (e.g. page opening, frame, display case type, etc)
9. A copy of the AAM Standard Facility Report or equivalent documentation.

VI. The Loan Agreement: Responsibilities of the Borrower

Provided the works requested are determined to be suitable for loan, the registrar will prepare a formal loan agreement setting out the responsibilities of the borrower in connection with

the loan. All loan agreements require 4 months lead time for signatures and full execution. Loans are not released to the borrower until the Loan Agreement is fully executed. The standards that must be met are strict and meet the requirements of the Center and The University of Texas Office of Risk Management. 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 and UT Legal Department.**

VII. Costs Covered by the Borrower

- \$125.00 administrative fee per work (non-costume items only).
- \$500.00 administrative fee per costume ensemble.
- \$50.00 minimum preparation fee per work, regardless of the type of material being loaned. For costumes, the \$50.00 minimum preparation fee will be assessed for each item in an ensemble. For framed items, in-stock frames will be used unless the borrower makes arrangements in advance to supply custom framing. The preparation fee may be increased for design-specific matting and framing, or any custom-made supports for display or shipping.
- \$50.00 additional venue fee per work, or per item in a costume ensemble, for each additional venue.
- \$100.00 packing and crating surcharge per Ransom Center-owned crate (see "Packing" section below for details). If customized packing crates are required for the loan, the additional cost is the responsibility of the borrower. All such crates will be built to the Center's specifications. All crates supplied by the Ransom Center remain its property. Failure to return the crates will result in the Center invoicing borrower for full replacement costs.
- A minimum of \$120.00/hour for loan-specific conservation treatment.
- Insurance
- Fine Art 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 transportation when accompanying loans, as well as appropriate lodging (at least 4 nights for international trips) and per diem subsistence. Per diem guidelines for loans within the United States follow the Meals and Incidental Expenses (M&IE) guidelines as set by the U.S. General Services Administration: see www.gsa.gov/mie/ for more information. Per diem guidelines for international loans follow the M&IE guidelines as set by the U.S. Department of State: see https://aoprals.state.gov/web920/per_diem.asp for more information.

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. Cancellation of Loans

The Center recognizes that a borrower may cancel all or part of 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.**

IX. 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 $50\% \pm 5\%$ and temperature at $70^{\circ} \text{F} \pm 2^{\circ} \text{F}$; ($21^{\circ} \text{Celsius}, \pm 2^{\circ}$).
- 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.

X. Transport

- The borrower will arrange for a specialized fine art shipper and to transport the work from the Center to the borrower's venue and back to the Center at the conclusion of the loan.
- 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. 21st Street, Austin, TX, 78712.

XI. 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.
- Borrowers for international venues are required to purchase insurance coverage through the insurance underwriters of The University of Texas at Austin.
- 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.

XII. 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. If necessary, an appraisal may be needed to determine a current market valuation. This cost will be the responsibility of the borrower. 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.

XIII. Packing

All works leaving the Center for loan will be prepared by Center staff prior to departure. The Center typically uses Keal Cases crates and customizes the inside. To learn more about the features of these crates, visit the Keal Cases website at: www.kealcases.com/. Ransom Center staff will carry out the initial preparation and packing of the work.

XIV. Couriers

It is the policy of the Center to require a courier to accompany a shipment when the value of the works is high and/or the works are or unique in nature and/or the works require specialized handling or mounting. All international loans require a courier.

XV. 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 in gallery conditions 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.

XVI. Loan Duration

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

XVII. Reproduction and Credit

- Permission for reproduction, including electronic formats, must be obtained in writing from the Center and payment of publication fees may be required. Permission must also be obtained from the copyright holder, if any. The borrower is required to provide two copies of the exhibition catalog and any exhibit-related print materials to the Registrar.
- For specific digitization and publication use questions, please visit the Policies, Fees, and Forms section on the Center's web site: www.hrc.utexas.edu/research/forms/ .
- To request images, please contact the staff in the appropriate curatorial area for the loan. Contact information may be found on the Center's web site: www.hrc.utexas.edu/research/contact/.
- The Center will prepare digital images 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.

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.

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