

# Conditions Covering Loans to the National Motorcycle Museum

1. The National Motorcycles Museum Inc. will exercise the same care with respect to loans as it does in the safekeeping of comparable property of its own.
2. If damage or deterioration is notes, the Lender will notified at once. Should damage occur in transit the Lender and Carrier will be notified at once.
3. All cost of packing and shipping the item will be borne by the Lender unless otherwise noted in this agreement.
4. Other than a light dusting the Museum will not clean, repair, restore, or otherwise alter the loaned property without the Lender's consent.
5. The Museum will insure the memorabilia as deemed appropriate by its Board of Directors. The Lender agrees that in event of loss or damage any recovery shall be limited to such amount as may be paid by the insurance company providing coverage to the Museum, thereby releasing the Museum, its officer, agents and employees for liability for any and all claims arising out of such damage.
6. A. \_\_\_\_ The Museum will insure the loaned motorcycle (s), and provide insurance coverage from the point the motorcycle (s) is received for the Lender. The Motorcycle (s) will be insured while being loaned, in transit and while at the Museum.  
  
B. \_\_\_\_ The Museum will not insure the loaned motorcycle (s) thus the Lender must maintain his/her own insurance. The Museum must be supplied with a certificate of insurance naming the National Motorcycle Museum as additionally insured or waiving subrogation against the museum. Otherwise this loan agreement shall constitute a release of the Museum from any liability in connection with the loaned property. The Museum can accept no responsibility for any error or deficiency in information furnished to the to the Lenders insurers or for lapse.
7. The loaned property will be identified by the use of information on page one (1) of this document
8. The Museum reserves the right to photograph, for it private purpose, the borrowed property. Such photographs can be used for publications, promotions or items for sale, unless otherwise designated on the face of this document. It is also understood that loaned property may be photographed by the general public and press visiting the museum.
9. Loaned property shall remain in the possession of the Museum for the time specified on the face of this Document. Loans may be terminated at any time by either the Lender or the Museum and may be extended by the completion of a new agreement.

10. The loaned property will be returned only to the owner at the address stated on the face of this document. If the Lender's address or legal ownership of the loaned property should change during the duration of this loan, the lender is to promptly notify the Museum in writing of such changes. The new owner may be required to establish legal right to receive the loaned property. Loaned property will only be released to an agent of the Lender written authorization by the Lender. Loaned property can be released to an approved delivery agent.
  
11. After the loan termination date, as stated on the face of this document, the Museum shall remain responsible for the property's maintenance and safeguarding for a 60 day return period. If the Museum's efforts to the return the loaded property are unavailing for any reason, then the loaned property will be maintained at the Lender's risk and expense for a maximum of two (2) years, commencing at the end of the return period. If the loaned property has not been claimed after this period, then it will be considered an unrestricted donation to the museum.

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Owner's Signature