

## SPECIMEN INVOICE AND RECEIPT - TERMS AND CONDITIONS

In the event of a loan, Borrower's or authorized agent's signature on the front of this form indicates Borrower's agreement to the following conditions:

Unless other arrangements have been agreed to in writing between NHMLAC and Borrower, Borrower will be responsible for the care, maintenance, security, and condition of the loan material throughout the period of the loan. No dissection, destructive analysis, molecular or isotopic sampling, alteration, restoration, conservation treatment, stabilization, cleaning, making of casts or molds or refurbishment of loan material may be undertaken without specific advance written approval of NHMLAC. Any labels associated with NHMLAC specimens, materials or artifacts may not be removed or altered by the Borrower without specific advance written approval of NHMLAC.

Borrower must be able to locate NHMLAC's material and allow NHMLAC's inspection upon request, either by a museum representative or by providing a current photograph and condition documentation. Failure to do so could result in immediate termination and return of the loan, demand for restitution, and/or denial of future loan requests at the discretion of NHMLAC. NHMLAC must be notified of any change in location and storage of all materials on loan to Borrower. Any off-premises storage must first be approved by NHMLAC in writing.

In the event that the loan's condition changes in any manner - including if the loan is damaged, lost, or stolen - Borrower must immediately notify NHMLAC's Collections Manager, Curator, or Registrar by telephone or email within 48 hours of the incident or its discovery. Unless it is necessary to move the loan material to protect it from further damage, the Borrower will wait for NHMLAC's instructions.

Unless other arrangements have been agreed to in writing, Borrower will be required to provide "all-risk", wall-to-wall insurance coverage with no non-standard exclusions for loans from NHMLAC. In the absence of insurance coverage Borrower will assume total liability for the loan. Any claim filed for loss or damage under Borrower's insurance will not be subject to a deductible. The insurance/replacement value for the loan will be determined by the lending collections department and will be listed on the Specimen Invoice and Receipt that accompanies all loans. NHMLAC reserves the right to increase the insurance/replacement value during the loan period, in which case NHMLAC will notify Borrower in writing.

NHMLAC will lend material only to other institutions and organizations, not to individuals (unless written justification is submitted to and approved in advance by NHMLAC's Senior Vice President, Research & Collections or a designated representative). Materials requested by students or associates will require faculty or institutional endorsement, and will be considered the direct responsibility of that institution and/or its representative for the duration of the loan. Any inquiries about the return of the loan will be made to the faculty member or institutional representative. NHMLAC must be notified if/when Borrower's original institutional contact changes.

All loan material must be packed in a manner comparable to that in which it was received, and shipped in the manner specified by NHMLAC. If loan material is to be sent via U.S. Postal Service, it must be posted First Class Registered Mail. Borrower will pay all return packing and shipping costs. Return arrangements will be coordinated with NHMLAC lending department's Collections Manager and loan material will be returned by the agreed upon arrangements or instructions.

Loans of all holotypes are limited to only one (1) year. Any other type material may be renewed at the end of the loan period, at the discretion of the lending collections department. All other loans are limited to a maximum of 10 years, to be renewed annually.

All taxonomic changes, including designation of types, must be reported to the appropriate collections department or NHMLAC Curator.

Any specimen/object that has been on loan for more than 10 years is subject to be recalled and must be returned to NHMLAC's lending collections department within a reasonable amount of time upon receipt of recall notification. Time allowed for the return of recalled loan material will be at the discretion of the lending department's Collections Manager. If the loan cannot be found at the time of its recall, Borrower will assume full liability for the loss with restitution to be made to the lending collections department and future loan requests may be denied.

Annual renewal notifications will be sent to Borrower by NHMLAC's Registrar's Office. If Borrower fails to renew any loan after 5 or more years have passed, the loan will be recalled and must be returned to the lending collections department within a reasonable amount of time upon receipt of recall notification, determined by the lending department's Collections Manager.

If Borrower wishes to transfer NHMLAC's loan to another institution or organization, the original loan must first be closed and a new loan will be opened under the responsibility of the new institution or organization, upon NHMLAC's approval. When a loan is transferred, the balance of time the material has already been out on loan carries over to the new borrowing institution/organization, so that the maximum loan term of 10 years (stipulated above) is not exceeded.

The loan material may not be photographed, replicated or reproduced in any medium without specific written permission of NHMLAC, which will be reasonably provided for research, marketing, publicity, and condition reporting purposes. In the event NHMLAC grants reproduction approval, NHMLAC must be supplied with two copies of any publication without charge that results from the use of its material, which NHMLAC may use for any Museum purpose.

Borrower is hereby notified that NHMLAC (located at 900 Exposition Boulevard, Los Angeles, California) has, and pursuant to section 1899 *et seq.* of the California Civil Code will continue to have through the term of the loan and all renewals, an ownership interest in all material loaned.