



North Carolina
DIGITAL HERITAGE CENTER

Loan Agreement

for materials to be digitized by the North Carolina Digital Heritage Center in the
Digital Production Center in the UNC-Chapel Hill University Library

LENDER

Institution:

Address:

BORROWER

Institution: North Carolina Digital Heritage Center, UNC-Chapel Hill University Library,
University of North Carolina at Chapel Hill

Contact: Nicholas Graham / Lisa Gregory

Telephone: 919-962-4836

Email: digitalnc@unc.edu

ITEM(S) TO BE LENT (Append list as needed):

Please include an inventory of all materials that will be lent to the North Carolina Digital Heritage Center for digitization. Include call numbers or other identifiers, and note any needs for special handling.

SPECIAL INSTRUCTIONS:

Date by which loans are to reach the borrower (borrower will be in contact with lender regarding shipping arrangements):

Other instructions for packing and transport:

INSURANCE (see Legal Conditions, stated below).

Does lender prefer to maintain insurance? (yes/no)

If yes, state the estimated premium to be charged to borrower; If no, state the insurance value (fair market value) in U.S. currency.

DIGITIZATION

It is understood that the materials described in this agreement will be digitized by the North Carolina Digital Heritage Center and/or Internet Archive located in the Louis Round Wilson Library on the UNC-Chapel Hill campus. The resulting digital images may be published online on a publicly available website.

If requested, the North Carolina Digital Heritage Center will provide copies of the scans to the Lender when the materials are returned.

The UNC-Chapel Hill University Library will not be responsible for the long-term maintenance and migration of the digital files created from this material.

The North Carolina Digital Heritage Center reserves the right to refuse to digitize any material when, in the opinion of the Center staff, doing so would result in irreparable harm to the item.

LEGAL CONDITIONS OF THE LOAN AGREEMENT

1. The North Carolina Digital Heritage Center (the “Borrower”) will exercise the same care with respect to the items referred to (the “materials”) as it does in the safekeeping of comparable property of its own.
2. The materials shall remain in the possession of the Borrower for the time specified. The materials will be returned only to the Lender at the address stated unless the Borrower is notified by the Lender in writing to the contrary. If the legal ownership of the materials shall change during the duration of the loan, whether by reason of death, sale, insolvency, gift or otherwise, the new owner or agent may, prior to its return, be required to establish this legal right to receive the objects by proof satisfactory to the Borrower.
3. Unless the Lender chooses to maintain insurance, the Borrower will insure the materials on a wall-to-wall basis under a fine arts policy for the amount specified above by the Lender against all risk of physical loss or damage from any external cause while in transit and on location during the period of this loan and will provide the Lender with a certificate of insurance prior to the loan. Note that the Borrower’s fine arts policy may contain the usual exclusions for loss and damage to the materials due to wear and tear, gradual deterioration, insects, vermin, inherent vice, damage resulting from any repairing, restoration, or retouching process, nuclear reaction, radiation or radioactive contamination, and risks of war and that, in the event of loss or damage, recovery may be limited to such amount, if any, as may be paid by the insurer, hereby releasing the Borrower and the Trustee officers agents and employees from liability for any and all claims arising out of such loss or damage.
4. If the Lender chooses to maintain insurance coverage, then, prior to the shipment of the materials the Borrower must be supplied with a certificate of insurance naming the Borrower as an additional insured or waiving subrogation against the Borrower. If the Lender shall fail to supply the Borrower with such a certificate, this loan agreement shall constitute a release of the Borrower from any liability in connection with the materials. The Borrower cannot accept responsibility for any error or deficiency of information furnished to the Lender’s insurer or for any lapses in coverage.
5. It is understood that the Borrower will not unframe, clean, restore, or otherwise alter the materials without the express consent of the Lender. Evidence of damage to materials in transit or while in the Borrower’s custody will be reported immediately to the Lender.
6. The Borrower’s right to return the materials shall accrue absolutely at the termination of the loan. If the Borrower, after making all reasonable efforts and through no fault of its own, shall be unable to return the materials within sixty days after such termination, then the Borrower shall have the absolute right to place the materials in storage, to charge regular storage fees and the cost of the insurance therefore, and to have and enforce a lien

for such fees and cost. If, after five years, the materials shall not have been reclaimed, then, and in consideration for its storage, insurance, and safeguarding during such period, the materials shall be deemed an unrestricted gift to the Borrower.

7. The Borrower accepts this agreement on the understanding that the Lender has full authority to enter into such an agreement as the legal owner of the materials or authorized agent of the owner.

THE CONDITIONS OF THIS LOAN AS STATED ABOVE, ARE ACCEPTED:

Lender _____

Date _____

Borrower _____

Date _____

SIGNATURES ARE REQUIRED UPON RETURN OF MATERIAL:

Lender _____

Date _____

Borrower _____

Date _____