



Staff Report

Agenda Item: **MASTER MUSEUM LOAN AGREEMENT WITH THE CLARKDALE HISTORICAL SOCIETY AND MUSEUM –**
Discussion and consideration of a Master Museum Loan Agreement between the Town and the Clarkdale Historical Society and Museum.

Staff Contact: Janet Perry, HR/Community Services Director

Meeting Date: August 9, 2011

Background: During the June 14, 2011 regular meeting, Council reviewed and discussed steps being taken towards supporting the next evolution of preservation and promotion of the Town's historical documents and artifacts. One goal to that end was to draft a historical item Contract of Loan in order to outline and define the cooperative relationship between the Town and the Clarkdale Historical Society and Museum (CHSM). It is the intention of both parties to preserve, promote and share Clarkdale's historical documents and artifacts. The purpose of this agreement is to allow amenable keeping of the historical items owned by the Town to the CHSM's supervision.

Following Council's initial review of the draft Contract of Loan, staff has since included edits (see Section 8 – increasing from \$50,000 to \$100,000) and received review from the Town Attorney. This final draft also includes a provision within the 'Master' Agreement for use of a 'Loan of Town Owned Property for Public Benefit' form to facilitate additional loans taking place following the adoption of the initial agreement.

Recommendation: To approve the Museum Loan Agreement between the Town and the Clarkdale Heritage Society and Museum.

MASTER MUSEUM LOAN AGREEMENT

THIS MUSEUM LOAN AGREEMENT (“Agreement”) is entered into by the Town of Clarkdale, Arizona (hereinafter the “Town”), and the Clarkdale Historical Society and Museum, an Arizona nonprofit corporation (hereinafter referred to as the “Museum”).

Recitals

1. The Town owns certain antiques, historical photographs, documents and artifacts, which the Museum would like to borrow for display at the Museum, from time to time.

2. The Town desires to cooperate with the Museum, as the exhibition of the antiques, historical artifacts and documents owned by the Town would be for the benefit of the general public.

THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

SECTION 1. OBLIGATIONS AND RIGHTS OF THE MUSEUM.

1. All requests for the loaning of Town owned property to the Museum must be in writing at least thirty (30) days before the date needed. Requests made with less lead time may be granted if time permits.

2. Requests will be evaluated and approved or denied by the Town Council or their designee.

3. Requests for loan must be consistent with advancement of the public interest, for public education and recreation, and must be for exhibition to the general public.

4. This Master Museum Loan Agreement will be administered by the Office of the Town Clerk and will be retained as a part of the item’s history. This is a Master Museum Loan Agreement. Therefore, the parties may agree to future loans of Town property without the necessity of a new contract, if the Museum submits a completed form for the Loan of Town Owned Property for Public Benefit in a format provided by the Town, and if the Town approves said request, said form shall specifically identify the Town property requested to be loaned.

5. The Museum agrees to pay the cost of packing, collecting and transporting any items loaned from the Town to the Museum. Transport arrangements must be approved by the Town in advance. At such time as the loan of the item is terminated, the Museum shall arrange for the cost of packing, collecting and transporting the loaned item back to the Town, and must be approved by the Town in advance.

6. The Museum will continuously display the loaned item in an appropriate museum setting.

7. The Museum will reasonably maintain the loaned items so that they will continue to affect favorably on the Town, on the Museum and on display.

8. The Museum will insure the loaned items at the expense of the Museum and not less than One Hundred Thousand (\$100,000) Dollars. The Museum shall furnish the Town with Certificates of Insurance or other evidence that the policies providing the required coverage, are in full force and effect. Insurance evidenced by the Certificate of Insurance shall not expire, be cancelled, or be materially changed without three (3) days prior written notice to the Town. The Town shall be included as an additional named insured on said policy of insurance and provided a copy of said policy in effect at all times.

9. The Museum will be responsible for the safety of the loaned items and will exercise care in the handling of the loaned items.

10. The Museum agrees to display the loaned items in a secured manner at the location of the Museum at 900 First North Street, Clarkdale, Arizona.

11. Any damage or loss to a loaned item, regardless of who is responsible, shall be immediately reported by the Museum to the Town.

12. The Museum staff handling the loaned item shall have archival handling training, and be trained in the appropriate security measures, and use safe display practices.

13. The loaned item shall be displayed in an environmentally controlled manner, appropriate for the condition of value of the loaned items.

14. The Museum shall maintain the loaned items in the condition received from the Town. Loaned items will not be repaired, restored, cleaned or altered in any way without the permission of the Town.

15. Loaned items may not be loaned to a third party by the Museum.

16. The Museum will provide the archive data base accession number inventory list on an annual basis.

17. All loaned items will be returned by the Museum to the Town in a timely manner upon thirty (30) days written request by the Town. In the event that the Museum disincorporates or ceases to function as a Museum, the Museum shall return the loaned items to the Town prior to disincorporation or cessation of activity.

18. All items loaned to the Museum by the Town on display by the Museum shall have signage or identification that the item is on loan from the Town of Clarkdale, prominently displayed with the item.

SECTION 2. TOWN RIGHTS AND OBLIGATIONS.

1. The Town will timely review all requests by the Museum for loan of items owned by the Town.

2. The Town shall remain the owner of all items loaned by the Town.

3. The Town shall have the right to inspect the display or loaned items at the Museum, from time to time.

4. The Town agrees to cooperate with the Museum to effect the purposes of this Agreement.

5. The Town will provide information to the Museum regarding the loaned items, their history, and other information as may be available.

SECTION 3. TERM.

The term of this Agreement shall be for a period commencing on the ____ day of _____, 2011 and terminating on the ____ day of _____, 20___. This Agreement shall be extended for additional two year increments thereafter, unless either party gives written notice to the other party within ninety (90) days prior to the expiration of the then term of the Agreement, of its intent to not renew the term of this Agreement.

SECTION 4. TERMINATION FOR BREACH.

Either party may terminate this Agreement for breach upon seven (7) days written notice to the other party.

SECTION 5. CORPORATE STATUS AND AUTHORITY OF THE MUSEUM.

The Museum represents and warrants that it is a nonprofit corporation fully organized, validly existing and in good standing under the laws of the State of Arizona, and that the execution, delivery and performance of this Agreement has been duly authorized by the Board of Directors of the Museum.

TOWN OF CLARKDALE

CLARKDALE HISTORICAL SOCIETY
MUSEUM, an Arizona nonprofit corporation

By: _____
Name: Doug Von Gausig
Its: Mayor

By: _____
Name: _____
Its: _____

**TOWN OF CLARKDALE
 LOAN OF TOWN OWNED PROPERTY
 FOR PUBLIC BENEFIT**

Loan # _____

Date Request Received(30 days before needed)	
Date Approved	
Date Loan Completed (Item Transferred)	
Person Who Completed Loan	
Length of Loan	
Date Returned	

Borrower _____

Contact Name/Title _____

Address _____

Phone _____ Email _____

Purpose _____

Exhibit Location _____

Transport _____

Loan includes the following items:

Object ID	Object name	Description/Condition

(Photographs of items are attached.)