

## **Electronic Signatures roundtable: use on legal documents in museums**

Association of Registrars and Collections Specialists, Philadelphia, Nov. 7, 2019

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### **Useful references and further information:**

U.S. Guide to Electronic Signatures: <https://acrobat.adobe.com/content/dam/doc-cloud/en/pdfs/adobe-sign-us-guide-e-signatures-wp-ue.pdf>

Non-profit pricing:

<https://www.docusign.com/solutions/industries/nonprofit>

<https://helpx.adobe.com/enterprise/using/non-profit.html>

What are digital signatures?

<https://acrobat.adobe.com/us/en/sign/capabilities/digital-signatures-faq.html>

ESIGN Act: <https://www.govinfo.gov/app/details/PLAW-106publ229>

UETA and ESIGN:

- DocuSign:  
<https://www.docusign.com/learn/us-electronic-signature-laws-and-history>
- Adobe: <https://acrobat.adobe.com/us/en/sign/capabilities/electronic-signature-legality.html>

Electronic Signature Laws by State:

<https://www.docusign.com/esignature/electronic-signature-laws-state>

Recipient Identity Authentication:

<https://support.docusign.com/guides/ndse-user-guide-recipient-authentication>

Digital signature security:

<https://www.docusign.com/esignature/digital-signature-security>

International:

- Adobe, *Global Guide to Electronic Signature Law: Country by country summaries of law and enforceability*,
  - <https://acrobat.adobe.com/content/dam/doc-cloud/en/pdfs/document-cloud-global-guide-electronic-signature-law-ue.pdf>
- Adobe eIDAS FAQ:
  - <https://acrobat.adobe.com/us/en/sign/capabilities/eidas.html>
- Docusign, *eSignature Legality Guide*,  
<https://www.docusign.com/how-it-works/legality/global>

### The Electronic Signatures in Global and National Commerce Act (E-Sign Act)

#### Introduction

The [Electronic Signatures in Global and National Commerce Act](#) (E-Sign Act),<sup>1</sup> signed into law on June 30, 2000, provides a general rule of validity for electronic records and signatures for transactions in or affecting interstate or foreign commerce. The E-Sign Act allows the use of electronic records to satisfy any statute, regulation, or rule of law requiring that such information be provided in writing, if the consumer has affirmatively consented to such use and has not withdrawn such consent.

Subject to certain exceptions, the substantive provisions of the law were effective on October 1, 2000. Record retention requirements became effective on March 1, 2001. The E-Sign Act grandfathers existing agreements between a consumer and an institution to deliver information electronically. However, agreements made on or after October 1, 2000, are subject to the requirements of the E-Sign Act.

#### Summary of Major Provisions

##### Consumer Disclosures

###### *Prior Consent, Notice of Availability of Paper Records*

Prior to obtaining their consent, financial institutions must provide the consumer, a clear and conspicuous statement informing the consumer:

- of any right or option to have the record provided or made available on paper or in a non electronic form, and the right to withdraw consent, including any conditions, consequences, and fees in the event of such withdrawal;
- whether the consent applies only to the particular transaction that triggered the disclosure or to identified categories of records that may be provided during the course of the parties' relationship;
- describing the procedures the consumer must use to withdraw consent and to update information needed to contact the consumer electronically; and
- informing the consumer how the consumer may nonetheless request a paper copy of a record and whether any fee will be charged for that copy.

See Section 101(c)(1)(B).

##### *Hardware and Software Requirements; Notice of Changes*

Prior to consenting to the use of an electronic record, a consumer must be provided with a statement of the hardware and software requirements for access to and retention of electronic records. See Section 101(c)(1)(i).

If the consumer consents electronically, or confirms his or her consent electronically, it must be in a manner that reasonably demonstrates the consumer can access information in the electronic form that will be used to provide the information that is the subject of the consent. See Section 101(c)(1)(C)(ii).

If a change in the hardware or software requirements need to access or retain electronic records creates a material risk that the consumer will not be able to access or retain subsequent electronic records subject to the consent, a financial institution must:

- provide the consumer with a statement of (a) the revised hardware and software requirements for access to and retention of electronic records, and (b) the right to withdraw consent without the imposition of any condition, consequence, or fee for such withdrawal; and
- again comply with the requirements of subparagraph (c) of this section.

See Section 101(c)(1)(D).

Oral communications or a recording of an oral communication shall not qualify as an electronic record. See Section 101(c)(6).

##### **Record Retention**

The E-Sign Act requires a financial institution to maintain electronic records accurately reflecting the information contained in applicable contracts, notices or disclosures and that they remain accessible to all persons who are legally entitled to access for the period required by law in a form that is capable of being accurately reproduced for later reference. See Section 101(d).

Agreements reached with consumers prior to October 1, 2000, to deliver information electronically are exempt from the requirements of Section 101(d). However, for any agreements made with new or existing customers on or after October 1, 2000, the requirements of Section 101(c)(1) will supersede all other consumer consent procedures relating to the use of electronic disclosures set forth in other regulations.

##### **Regulatory and Other Actions**

The consumer consent provisions in the E-Sign Act became effective October 1, 2000, and did not require implementing regulations. Nonetheless, on March 30, 2001, the Federal Reserve Board (FRB) adopted interim final rules (Interim Final Rules) and on November 9, 2007, the FRB adopted final rules (Final Rules) establishing uniform standards for the

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<sup>1</sup> Public Law [106-229](#), June 30, 2000.

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electronic delivery of federally mandated disclosures for five consumer protection regulations: Regulation B, Equal Credit Opportunity; Regulation E, Electronic Fund Transfers; Regulation M, Consumer Leasing; Regulation Z, Truth in Lending, and Regulation DD, Truth in Savings.

The Final Rules provided guidance on the timing and delivery of electronic disclosures. Pursuant to the Final Rules, electronic disclosures should be made using a method best suited to the particular type of disclosure. If the consumer uses electronic means to open an account or request a service, the disclosures must be provided before the account is opened or the service is requested. In response to a consumer request, disclosures should be made available in a reasonable amount of time and may be electronic if the consumer agrees. There are exceptions to the consumer consent requirement for electronically providing certain types of disclosures when the consumer is using electronic means such as a home computer. Disclosures should be maintained on the website for a reasonable amount of time for consumers to access, view, and retain the disclosures. The mandatory compliance date was October 1, 2008.

### Definitions

**“Consumer”** – The term “consumer” means an individual who obtains, through a transaction, products or services which are used primarily for personal, family, or household purposes, and also means the legal representative of such an individual.

**“Electronic”** – The term “electronic” means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

**“Electronic Agent”** – The term “electronic agent” means a computer program or an electronic or other automated means used independently to initiate an action to respond to electronic records or performances in whole or in part without review or action by an individual at the time or the action or response.

**“Electronic Record”** – The term “electronic record” means a contract or other record created, generated, sent, communicated, received, or stored by electronic means.

**“Electronic Signature”** – The term “electronic signature” means an electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.

**“Federal Regulatory Agency”** – The term “Federal regulatory agency” means an agency as that term is defined in section 552(f) of Title 5, United States code.

**“Information”** – The term “information” means data, text, images, sounds, codes, computer programs, software, databases, or the like.

**“Person”** – The term “person” means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental agency, public corporation or any other legal or commercial entity.

**“Record”** – The term “record” means information, that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

**“Requirement”** – The term “requirement” includes a prohibition.

**“Self-Regulatory Organization”** – The term “self-regulatory organization” means an organization or entity that is not a Federal regulatory agency or a State, but that is under the supervision of a Federal regulatory agency and is authorized under Federal law to adopt and administer rules applicable to its members that are enforced by such organization or entity, by a Federal regulatory agency, or by another self-regulatory organization.

**“State”** – The term “State” includes the District of Columbia and the territories and possessions of the United States.

**“Transaction”** – the term “transaction” means an action or set of actions relating to the conduct of business, consumer, or commercial affairs between two or more persons, including any of the following types of conduct:

1. the sale, lease, exchange, licensing, or other disposition of (i) personal property, including goods and intangibles, (ii) services, and (iii) any combination thereof; and
2. the sale, lease, exchange, or other disposition of any interest in real property, or any combination thereof.

### Examination Procedures

1. Determine if and to what extent the financial institution electronically delivers compliance-related notices or disclosures subject to the consumer consent provisions of the Act.
2. Determine if the financial institution has established procedures to ensure compliance with the provisions of this Act.
3. Determine that the consumer, prior to consenting, is provided with a clear and conspicuous statement informing the consumer of any right or option to have the record provided or made available on paper or in non-electronic form, and the right to withdraw the consent, including any conditions, consequences, or fees in the event of such withdrawal. Verify that the statement contains the following:
  - a. informs the consumer whether the consent applies only to the particular transaction that triggered the

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- disclosure or to identified categories of records that may be provided during the course of the parties' relationship;
- b. describes the procedures the consumer must use to withdraw consent and to update information needed to contact the consumer electronically; and
  - c. informs the consumer how the consumer may nonetheless request a paper copy of a record and whether any fee will be charged for that copy.
4. Determine that the consumer, prior to consenting, is provided with a statement of the hardware and software requirements for access to and retention of electronic records.
  5. Determine that the consumer provides affirmative consent electronically, or confirms his or her consent electronically, in a manner that reasonably demonstrates the consumer can access information in the electronic form that will be used to provide the information that is the subject of the consent.
- NOTE: Oral communications shall not qualify as an electronic record.*
6. If a change in the hardware or software requirements needed to access or retain electronic records creates a material risk that the consumer will not be able to access or retain subsequent electronic records subject to the consent, verify that the financial institution provides the consumer with the following:
    - a. statement of the revised hardware and software requirements for access to and retention of electronic records;
    - b. the right to withdraw consent without the imposition of any condition, consequence, or fee for such withdrawal; and
    - c. the consumer provides a new affirmative consent as previously outlined.
  7. Determine that the financial institution maintains a single "authoritative" copy of any transferable record relating to a loan secured by real property. Such record must be "unique", "identifiable", and "unalterable".
  8. Determine that the financial institution maintains electronic records accurately reflecting the information contained in applicable contracts, notices, or disclosures and that they remain accessible to all persons who are legally entitled to access for the period required by law in a form that is capable of being accurately reproduced for later reference.

### References

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[\*FIL 79-98: Interagency Guidance on Electronic Financial Services and Consumer Compliance Guidance Attachment\*](#)

[\*FIL 72-2000: Notice of Consumer Consent Requirements Applicable to the Electronic Delivery of Consumer Disclosures\*](#)

[\*FIL 70-2001: FDIC Seeks Comment on Study of Banking Regulations Regarding the Online Delivery of Banking Services\*](#)

[\*FIL 30-2003: Federal Bank and Credit Union Regulatory Agencies Jointly Issue Guidance on the Risk Associated with Weblinking\*](#)

720 Sheridan Ave., Cody, WY 82414 | 307-587-4771

Incoming

Outgoing

Temporary Custody  
*(see conditions on reverse)*

**TO:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DATE SHIPPED:** \_\_\_\_\_

**FROM:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SENT VIA:** \_\_\_\_\_

**FOR THE FOLLOWING PURPOSES:**

Loan       Exchange       Purchase       Possible Gift       Research  
 Examination       Exhibition       Conservation       Other (*specify*)       Return Date

**DESCRIPTION:** *(including owner's valuation if appropriate)*

**INSURANCE COVERAGE ASSUMED BY:**  Buffalo Bill Center of the West       Consignee/Lender

**RECEIVED BY:** \_\_\_\_\_

**FOR:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE**

I have read and agree to the conditions on the reverse, and I certify that I have the full authority to agree thereto

*Please leave a copy of this receipt with the object(s) and distribute additional copies to Registration, Security, and the object(s) owner.*

## CONDITIONS

1. The Buffalo Bill Center of the West (the "CENTER") will give to objects left in its custody the same care provided similar property of its own, but it assumes no additional responsibilities or liabilities in regard to such objects.
2. Attributions, dates and other information shown on the face of this Receipt are as given by the owner or authorized agent. Any valuations shown are not to be considered appraisals by the CENTER. The fact that objects have been in CENTER custody shall not be misused to indicate CENTER endorsement.
3. Insurance will not be carried on objects left in custody unless otherwise agreed to in writing on the front of this Receipt. Otherwise, this Receipt shall constitute a release and waiver of the CENTER, its employees, officers, and agents from any liability in connection with the deposited property while on deposit or in transit, except for clearly negligent conduct.
4. Objects may be photographed and examined by modern scientific methods by the CENTER for its own purposes; but will not be restored, treated or otherwise altered without written permission of the owner or authorized agent.
5. In forwarding imported objects for deposit, the owner or authorized agent is required to comply with all government regulations.
6. Objects shall be claimed by the owner or authorized agent on or before the removal date noted on the face of the Receipt. Should a change in ownership occur, the new owner must provide proof of legal title satisfactory to the CENTER before object(s) will be released.
7. Objects returned to the owner or agent by mail or other carrier shall be sent by such means as the CENTER shall determine. The owner will be sent an outgoing Receipt at time of shipment. Failure to sign and return the Receipt within 30 days of shipment of said objects (s) shall release the CENTER from any further liability for the deposited property.
8. The CENTER may, after the specified removal date noted on the face of this Receipt, request the owner or authorized agent to remove the objects(s). If the owner fails to remove the object(s) after 60 days of the date of the mailing of such request to the address on the face of this receipt, then the CENTER has the right to place said object(s) in storage or return the objects(s) both options at the owner's risk and expense. If, after 3 years from the removal date noted on the face of this Receipt, the CENTER has not been able to return the object(s), then, and in consideration for its storage and safekeeping during such period, the object(s) shall be considered an unrestricted gift to the CENTER.
9. In the event the objects are being offered for sale or donation to the CENTER, the owner warrants that he holds full and clear title to said objects, and will, if required, show proof acceptable to the CENTER.



# NEWFIELDS

## RENEWAL OF INCOMING LOAN AGREEMENT

FOR AND IN CONSIDERATION OF the mutual undertakings herein, this Renewal of Incoming Loan Agreement (hereafter "Renewal"), agreed to and to be performed in Indianapolis, IN, \_\_\_\_\_ (hereafter "Lender") and the Indianapolis Museum of Art, Inc. DBA Newfields (hereafter "Newfields") agree to the Renewal of the original Incoming Loan Agreement that was signed and dated on \_\_\_\_\_.

### Purpose of Original Loan to Exhibition/Permanent Collection:

Originally for the time period of \_\_\_\_\_ (hereafter "Loan Period").

### Purpose of Renewal of Loan to the Permanent Collection:

Loan Period of Renewal: \_\_\_\_\_

### Name and Address for return:

(if different from above)

### Lender acknowledges the work listed below is currently on loan to Newfields (hereafter "Object") and approves of this Renewal to the original Loan Period:

(attach additional pages if necessary)

Artist Name or Attribution: \_\_\_\_\_

Title or Description of Object: \_\_\_\_\_

Newfields Inventory Number: \_\_\_\_\_

Lender Inventory Number: \_\_\_\_\_

All other terms of use and restrictions outlined in the original Incoming Loan Agreement are herewith incorporated by references as the terms of this Renewal and will be in full effect for the term of both the original Incoming Loan Agreement and this Renewal.

### AGREED TO AND ACCEPTED:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Lender or Legal Representative, Name / Title: \_\_\_\_\_

### FOR INDIANAPOLIS MUSEUM OF ART, INC. DBA NEWFIELDS:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Newfields Representative, Name / Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Newfields Representative, Name / Title: \_\_\_\_\_





# NEWFIELDS

## INCOMING LOAN AGREEMENT

*FOR AND IN CONSIDERATION OF the mutual undertakings herein, this Incoming Loan Agreement (hereafter "Agreement"), agreed to and to be performed in Indianapolis, Indiana, Lender, Owner, or Legal Representative (hereafter "Lender") and the Indianapolis Museum of Art, Inc. DBA Newfields (hereafter "Newfields") agree with the terms and conditions set forth as follows:*

LENDER: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**Loan to Exhibition/Permanent Collection:**

\_\_\_\_\_

**Exhibition Dates:** \_\_\_\_\_

For the time period of \_\_\_\_\_ (hereafter "Loan Period").

**Loan Venues (hereafter "Venues"):**

\_\_\_\_\_

**Exact form of Lender's Name or Credit Line for label, catalogue, and other reproductions:**

On loan from \_\_\_\_\_

**Name, Address, and Telephone (if different from above) for collection and return:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Lender offers the following work on loan to Newfields (hereafter "Object"):**

Artist Name or Attribution: \_\_\_\_\_

Title or Description of Object: \_\_\_\_\_



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### INCOMING LOAN AGREEMENT

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Medium or Materials: \_\_\_\_\_

Date of Object: \_\_\_\_\_

Newfields Inventory Number: \_\_\_\_\_

Lender Inventory Number: \_\_\_\_\_

Dimensions **without** mat, frame, and/or base:

Height: \_\_\_\_\_ Width: \_\_\_\_\_ Depth: \_\_\_\_\_  
*(please indicates inches or centimeters)*

Dimensions **with** mat, frame, and/or base:

Height: \_\_\_\_\_ Width: \_\_\_\_\_ Depth: \_\_\_\_\_  
*(please indicates inches or centimeters)*

Does the Object have multiple parts?  yes  no If yes, please describe Object parts:

\_\_\_\_\_

Inscriptions or Markings:

\_\_\_\_\_

Location: \_\_\_\_\_

Transcribe Inscriptions or Markings *(if not in English)*:

\_\_\_\_\_

Object Glazing:  glass  coated glass  Plexiglas  acrylic  none

Object Mounting:  separates from Object  attached to Object

Lender grants Newfields permission to:

- mount or frame the Object:  yes  no
- attach hanging or security hardware to the Object:  yes  no
- surface clean the Object *(e.g., dust, vacuum, glazing)*:  yes  no
- polish the Object *(if applicable)*:  yes  no
- use Newfields' Conservation-approved laser pointers during tours:  yes  no
- permit Security-monitored event(s) in Galleries with:  water bottles  food  beverages

#### EXAMINATION AND EXHIBITION

Newfields reserves the right, unless specifically denied by Lender, to examine the Object by all noninvasive and nondestructive means available for purposes of research and documentation. Information thus gathered will remain confidential and will not be published without the consent of Lender. Newfields will, in its sole discretion, determine whether, or for how long, loaned Objects will be exhibited. Any Object lent



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to Newfields that is not an Object on loan to an Exhibition may be withdrawn from loan to the Permanent Collection by Lender upon giving at least four (4) calendar weeks written notice to Newfields' Registrar.

### PROVENANCE

Please describe the history of ownership, beginning with earliest known and ending with current owner:  
*(attach additional pages if necessary)*

### PHOTOGRAPHY, REPRODUCTIONS, AND COPYRIGHT

Unless otherwise notified in writing by Lender, Newfields may photograph the Object and use the resulting photographic materials without restrictions or royalties paid to Lender by Newfields, for archival, promotional, marketing, website, educational, and such other purposes as Newfields determines in perpetuity. Such photographic materials are the property of Newfields. Lender further agrees to permit guests to Newfields to photograph the Object while on display for their personal, noncommercial use. Flash photography, tripods, monopods (including selfie sticks), and other photographic equipment are not permitted inside Newfields' Galleries. Unless otherwise requested and agreed upon in writing, Newfields will provide Lender with one (1) copy of a catalogue, if produced for the Exhibition.

**Do photographs, videos, and/or still image materials currently exist?**  yes  no

If yes, please indicate format and if available: \_\_\_\_\_

**Do you own the copyright?**  yes  no

If no, please provide name and address of copyright holder, if known:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### CONDITION

Lender certifies that the Objects lent are in good condition and will withstand ordinary strains of packing and transportation. Lender agrees to provide a written report of the Objects' condition prior to shipment to Newfields. If Lender is unable to do so, and a condition report is required by insurance or indemnity, Lender agrees to allow a representative of Newfields access to the Object to create such a report at Newfields' expense. Otherwise, it will be assumed that the Object is received in the same condition as when it left Lender's possession. A condition report will be made by Newfields upon unpacking and repacking of the Object, and copies will be mailed to Lender upon request. Any discrepancy of the condition report should be reported to Newfields within thirty (30) business days of receipt, and once the Object is returned by Newfields, Lender will have thirty (30) business days to examine and make any



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claims for damages. If claim is not made within the thirty (30) business days, then Lender hereby waives said claim. Lender will be required to provide written authorization for any mutually agreed upon alteration, restoration, or repair.

**Additional specifications or information:**

(e.g. lighting/environment restrictions, handling instructions, treatment requests, or notes)

**INSURANCE**

Newfields will exercise the same degree of care with respect to Objects lent to it as it does with respect to comparable property of its own. Object will remain in the possession of Newfields and/or other participating Venues of the Exhibition, if applicable, for the Loan Period. This Agreement will apply to these Venues, unless each of the Venues provide a loan agreement specific to their institution.

**Insurance Value of the Object:**

\_\_\_\_\_ USD (\$) \_\_\_\_\_  
\_\_\_\_\_ (Foreign Currency)

**Coverage to be carried by Newfields?**  yes  no

**Lender accepts US Federal Indemnity if sought and granted?**  yes  no

Lender may elect in writing to maintain their own insurance. Newfields will have no responsibility for any error or deficiency in information furnished to Lender’s insurer or for lapses in Lender’s coverage. In addition, Lender hereby agrees to indemnify and hold harmless Newfields and its officers, directors, trustees, agents, employees, and assigns from and against, and covenants not to sue for any claims against them for, any liabilities, obligations, damages, claims, actions, proceedings, losses, costs and expenses (including reasonable attorneys’ fees) arising out of, connected with, or resulting from any Object lent to Newfields while such Object is in the custody of Newfields. Lender will provide Newfields with a certificate of insurance as proof of such coverage at least fifteen (15) business days prior to shipment of the Objects to Newfields, and will ensure Newfields is named as an additional named insured on the coverage and for subrogation to be waived against Newfields under such policies.

Unless Lender expressly elects to maintain their own insurance, or other participating Venues are contractually required to provide insurance, Newfields will insure the Object under its fine arts policies for the amount indicated above against all risks of physical loss or damage while in transit and on location throughout the period of this Agreement. Newfields’ policy is subject to the standard exclusions including loss or damage due to war, invasion, hostilities, rebellion, insurrection, confiscation, by order of government or public authority, risks of contraband or illegal transportation and trade, nuclear damage, wear and tear, gradual deterioration, moths, vermin, and inherent vice, and from damage sustained due to and resulting from any repair, restoration, or retouching process. The amount payable by insurance secured in accordance with this Agreement is the sole recovery available to Lender from Newfields in the



NEWFIELDS

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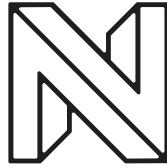
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event of loss or damage. Notwithstanding the foregoing, if the Object is an Exhibition copy, ephemera, or an artist or rare book not containing original art, is comprised solely of replaceable electronic or other equipment, and/or has been fabricated from materials that can be replaced to the artist's specifications, Lender agrees that Newfields' responsibility, and the amount of insurance coverage, will be limited to the cost of repair or replacement, regardless of any insurance value declared for the Object on this Agreement. In the case of interactive Objects where the artist's intention is for the public to touch, manipulate, walk on or through, or otherwise physically engage with the Object, Lender understands that Newfields will permit the public to so interact with the Object and agrees Newfields will not be responsible for damage or loss to the Object resulting from this interaction, whether or not covered by insurance. Lender waives any claim for damages owing to delays in returning the Object for reasons beyond the reasonable control of Newfields. Lender exonerates and releases Newfields from liability exceeding the limits of the fine arts policies limits and from causes beyond the scope of its fine arts policies, and waives any right of subrogation against Newfields for losses paid under Lender's fine arts insurance.

In the event of loss of or damage to an insured or indemnified Object that is part of a set, the extent of loss of or of damage to such Object will be a reasonable and fair portion of the total value of the set, giving consideration to the importance of the Object, but in no event will such a loss or damage be construed to mean total loss of or damage to a set.

### **PACKING AND SHIPPING**

Unless otherwise indicated, the cost of transportation, customs, packing, and insurance will be borne by Newfields. Newfields' Registrar will arrange for transportation of the Object with Lender's concurrence. Government regulations will be adhered to in international shipments. Lender is responsible for adhering to their country's import/export requirements; and Newfields is responsible for adhering to its country's import/export requirements. Should Lender make its own packing arrangements, Lender will ensure the Object is adequately and securely packed for the type of shipment agreed upon, and any special instructions for unpacking and repacking are furnished to Newfields. Object will be returned packed in the same or similar materials as received unless otherwise authorized by Lender or if deemed by Newfields to be inadequate, unsafe, or otherwise inappropriate to the Object or method of transit, Newfields has the authority to improve packing materials. In the event that the return of any Object lent to Newfields is sought by a person other than Lender, such person must produce proof satisfactory to Newfields of their right to receive the Object. If the Object is to be returned to any address other than that from which it was collected at Lender's request without prior written agreement by both parties or in packing that is deemed by Newfields to not be suitable for the return transit, Lender will pay any additional costs necessitated by such a change, as so directed by Newfields. Newfields' responsibility to return the Object will accrue absolutely at the termination date of the Loan Period. If Newfields, after making all reasonable efforts and through no fault of its own, is unable to return the Object after such termination, then Newfields will have the absolute right to place the Object in storage at Lender's expense for storage fees, additional shipping fees, the cost of insurance, and to have and enforce a lien for such fees and costs. If the Object is not claimed after three (3) calendar years from the date of the Loan Period ending, Lender



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hereby gives all right, title, and interest in the Object as an unrestricted and unredeemable absolute charitable gift to Newfields.

**Does the Object have an existing crate?**  yes  no If yes, please provide dimensions:

Height: \_\_\_\_\_ Width: \_\_\_\_\_ Depth: \_\_\_\_\_  
*(please indicates inches or centimeters)*

**Is a courier required?**  yes  no  not applicable

**Courier to be provided by Newfields?**  yes  no

**Courier to travel with Object?**  yes  no

**Duration of courier stay required:** \_\_\_\_\_

**Lender accepts the Federal per diem rate for Indianapolis of fifty-six USD per day**

**(\$56/day):**  yes  no Other proposed amount: \_\_\_\_\_

**Additional specifications or information:**

*(e.g. special equipment or instructions, crate weight, courier needs)*

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\* Due to Transportation Security Administration ("TSA") requirements, all foreign couriers crossing into the United States of America ("USA") must obtain advance authorization to travel by filing an Electronic System for Travel Authorization ("ESTA") application at least seventy-two (72) hours prior to traveling. This program applies to travelers coming to the USA from countries participating in the Visa Waiver Program (see the list of those countries online at the USA Homeland Security Department's website: <https://esta.cbp.dhs.gov/esta/>). It is no longer sufficient for couriers to submit an immigration form on board the aircraft. Couriers without prior authorization to travel may be refused boarding an aircraft bound to the USA.

#### CHANGE OF ADDRESS OR OWNERSHIP

It is the responsibility of Lender to notify Newfields promptly, in writing, if there is a change of address. Newfields assumes no responsibility to search for a Lender or record beyond what is required under the abandoned property laws of the State of Indiana. In cases where ownership of legal title is uncertain or in dispute, Newfields reserves the right to require a Lender or Lender claimant to establish title by proof satisfactory to Newfields. *See IN Code § 32-34-5 ("Property Loaned to Museums").*

Lender agrees that the Object will remain the property of Lender (or, if applicable, the Owner on whose behalf Lender is acting) at all times while on loan to a Newfields Exhibition and all other Venues and, further, that the Object will not be offered for sale or sold, transferred, or otherwise encumbered during the term of the Loan Period. In case of the death of the Owner, the Legal Representative of the Owner's estate is requested to notify the Registrar at Newfields in writing within ninety (90) business days of the demise of the Owner, with information as to whom and where notices should be sent. Should the legal ownership of the Object change during the period of this loan, or should Lender's authority to act for the Owner of the Object change in any respect, whether by reason of death, insolvency, or otherwise, the new Owner, or Legal Representative (as the case may be) will be required to establish their legal rights hereunder, including the right to receive the Object at the end of the Loan Period, by proof reasonably



# NEWFIELDS

## INCOMING LOAN AGREEMENT

satisfactory to Newfields. In the case of death, insolvency, or other event that may result in the transfer of ownership of the Object, Lender agrees that it will be a condition of such transfer that the Object remain in the Exhibition for the duration of the Loan Period.

In the case of Objects on loan to Newfields' Permanent Collection (not included in an Exhibition), unless otherwise negotiated, should Lender decide to sell the Object(s) while on loan to Newfields, Lender will grant Newfields the courtesy of notifying Newfields at least ninety (90) business days in advance of the intended sale and further grant Newfields the opportunity to make an offer to acquire the Object(s) for Newfields' collection prior to the sale to another party.

### ENTIRE CONTRACT AND GOVERNING LAW

This Agreement constitutes the entire contract between Lender and Newfields with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations that may have been made or relied upon that are not expressly set forth in this Agreement are of no force or effect. This Agreement may be modified only in writing and signed by both parties and is construed in accordance with the laws of the State of Indiana.

### SIGNATURE

I, the Lender, attest that I am the sole legal owner outright of all rights, title, and interest in and to the Object, or am a Legal Representative of said owner, and I have the full right and authority to enter into this Agreement and to grant the rights herein granted, free and clear of any liens, claims, encumbrances, or restrictions, that the use of the Object hereunder will not infringe upon or violate the rights of any person or entity, and that to the best of my knowledge and belief, the Object has not been exported or imported from or to any country in violation of any applicable law. I attest that the information provided above is correct and complete to the best of my knowledge.

### AGREED TO AND ACCEPTED:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Lender or Legal Representative, Name / Title: \_\_\_\_\_

### FOR INDIANAPOLIS MUSEUM OF ART, INC. DBA NEWFIELDS:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Newfields Representative, Name / Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Newfields Representative, Name / Title: \_\_\_\_\_