
Guidelines for borrowing special collections materials for exhibition: A draft

Prepared by the RBMS Committee for Developing Guidelines for
Borrowing Special Collections Materials for Exhibition

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*A hearing will be held at Midwinter on these draft
guidelines, Saturday, January 7, 9:00–11:00 a.m.*

Over the past ten years, special collections libraries have received an increased number of requests to lend rare books, manuscripts, and other rarities for exhibitions throughout the country and abroad. At the same time, special collections librarians have become more concerned about the safety of items lent to other institutions and more sophisticated in their knowledge of the environmental conditions required for safe exhibition of books, manuscripts, and works of art on paper.

Although individual museums and a few large libraries have long had procedures for dealing with loans, no such standards for special collections libraries in general have been formulated. While these proposed guidelines are addressed chiefly to prospective borrowers, it is hoped that the information they contain will be of help to lending institutions as well, especially those that are establishing or reviewing loan policies and procedures.

I. Requesting the loan

A. *Lead time required for loan requests.* A prospective borrower should be certain to allow sufficient time for the lender to consider his application;

a minimum of six months is recommended. Additional time should be allowed if formal approval of a board or committee is required, or if the item requested must be conserved or restored.

B. *Request letter.* Request for the loan should be made in writing. The request letter should be signed by the Director, Department Head, or Curator of the borrowing institution, as appropriate, and addressed to the ranking staff member of the lending institution. In the request letter, the prospective borrower should provide the following details:

1. a full description of the item(s) to be borrowed (including catalogue or inventory number, if known) and source of information identifying the lending institution as owner of the item(s).

2. the title of the exhibition, the name and credentials of its curator, and a brief description of its purpose and scope. This description should include specific comments on the permanent, intellectual contributions to be realized by the exhibition as a whole, and in particular, on the relative importance of the requested object(s) in the exhibition.

3. indication if a catalogue will accompany the

exhibition or not (some lenders will not lend unless there is to be a published catalogue).

4. the inclusive dates of the exhibition and the inclusive dates of the proposed loan (allowing time necessary for proper installation and return of borrowed items).

5. an indication of borrower's willingness to conform to the conditions of loan set by the lender and a request that the lender state his requirements for the safe transportation of the item(s).

C. Facilities Report. To accompany his request letter, the prospective borrower should prepare a concise document describing his institution's exhibition program and facilities. For travelling exhibitions, a separate report should be submitted for each institution. The report should be written in a straightforward narrative style (1-2 pages) and can be organized under the following headings:

1. The borrower. State full name of institution, address, and telephone number. Briefly describe the nature of institution. Indicate size of the staff and name of staff members in charge of the exhibition.

2. The building. Indicate date and type of building construction; indicate size of the exhibition space and its location within the building; describe in detail the fire alarm system (type of detectors, monitoring, etc.). Describe fire extinguishing/suppressing system (some institutions will not lend rare materials if the exhibition area is protected by sprinkler, Halon or dry powder systems being preferred).

3. Security. Describe how items on exhibition will be properly safeguarded against theft or damage. Describe the exhibition cases and locks and the method by which framed items are mounted on the wall. Describe the intrusion alarm system in the exhibition area (types of detectors, how they are activated, who is alerted by the alarm, and what the response time is). Give the number of security staff employed (if any) and the number on duty at any time. Indicate the days and hours that the exhibition will be regularly open. Indicate whether or not activities other than exhibitions are to be held in the exhibition area.

4. Environment. Indicate the range of temperature in the exhibition areas and the areas for packing and storage. (Most lenders require that temperature be maintained at 70°F. with fluctuations of no more than 4°F. in any 24-hour period). Indicate the range of relative humidity in the exhibition areas in the area for packing and storage. (Lenders may insist that relative humidity be kept at 50% with fluctuations of no more than 5% in any 24-hour period). Explain how the readings for temperature and relative humidity were measured, giving evidence of specific and well-calibrated measurements. (Some borrowers may require dated hygrothermograph records to be sent to them periodically throughout the loan period). Describe the lighting in the exhibition area, giving the exact light levels in footcandles and indicating how these

readings were taken. Explain how exhibited items will be protected from ultraviolet radiation from natural or artificial sources in the exhibition and work areas. (Many lenders use the following guidelines for exposure of objects to light: no ultraviolet light permitted; no more than 25 footcandles of illumination for oil paintings; no more than 10 footcandles for most books, manuscripts, prints, broadsides, and photographs; and no more than 5 footcandles for most textiles, drawings, watercolors, and miniatures.)

5. Handling the loaned objects. Indicate who will unpack, install, and pack the borrowed items and, in brief, what his qualifications are. Describe facilities and procedures for the safe storage of borrowed objects, before and after the exhibition. While lenders will want assurance that borrowed items will not be repaired or altered in any way without their permission, it will also be helpful for the borrower to mention in the Facilities Report the presence of professional conservation staff and in-house facilities for matting and framing and for constructing proper cradles and mounts.

6. Insurance. Describe the institution's fine arts insurance coverage and give the name of the insurer. Offer to provide a copy of the policy if requested. In most cases, the borrower will be expected to insure the object at the value specified by the lender on an all-risk, wall-to-wall basis. The borrower's insurance policy must specify that the insured sum represents the true replacement value and that in case of damage, depreciation, or loss there will be no recourse to packers and carriers. The insurer will also be required to issue a certificate of insurance naming the lender as an additional insured before the objects will be released to the borrower.

7. References. Give a list of other institutions who have lent items to the prospective borrower for recent exhibitions.

D. Loan Agreement Form. It is also the responsibility of the prospective borrower to provide along with the request letter a proper Loan Agreement Form for each item requested. When executed, the Loan Agreement Form will represent a contract between the borrower and the lender. A sample Loan Agreement Form is provided here as a recommended model (see Appendix). Before adopting this or any other loan agreement form, however, an institution should have it reviewed by its legal counsel and its insurance company. While it is preferred that the borrower supply the Loan Agreement Form, which the lender can amend as necessary, some lenders may insist that a borrower also sign the lender's own Loan Agreement Form(s). In such a case, both parties should make certain that there are no conflicting provisions in the forms.

II. Handling the loan

A. Transportation. The lender will specify how the object(s) are to be transported and may ask the borrower to make appropriate transportation ar-

rangements. Full details of transportation should be discussed as early in the procedure as possible. The borrower should take special care to preserve original packing materials and to repack borrowed items exactly as the lender had packed them. Depending on the value of the item(s), the lender may allow them to be sent by the U.S. Postal Service, United Parcel Service, or another courier service such as Emery. For larger or more valuable items, a special mover may be required. The lender may also insist that items be accompanied by a courier (most likely a member of the lender's staff) at all times during transport, unpacking, installation, and repacking.

Foreign loans will require the assistance of a reputable customs broker, who should be contacted well in advance of the loan arrival date. Customs formalities and the provision of export licenses are the responsibility of the borrower; object should not be unpacked in transit for customs inspection, but passed through in bond to the exhibition site. If borrowing from a foreign country, it is the borrower's further responsibility to meet the courier upon arrival, to have a customs broker on hand, and to escort the courier to the exhibition site.

B. Condition. When the item is received, the borrower should inspect it without delay and record its condition. Any damage must be reported immediately by telephone and subsequently in writing to the lender. Unless specific advance permission has been obtained from the lender, the borrower must not alter, clean, or repair the item in any way. Some lenders may prefer that the borrower be responsible for matting, framing, etc., but without such express permission, the borrower should not add or remove glass, plexiglas, frame, or back-board.

C. Acknowledgements and permissions. The borrower should give full credit to the lender in all publicity concerning the exhibition, including labels, catalogues, press releases, and announcements. The borrower should be certain to obtain written permission from the lender before the object(s) are photographed or reproduced in any way. If photography by the borrower is permitted, the lender may also set specific conditions for the handling of materials and may charge a reproduction fee. At least one copy of the exhibition catalogue should be provided to the lender without charge; some lenders require several copies.

D. Expenses. The borrower should be prepared to assume all costs of the loan. These may include:

1) transportation costs—packing and crating; freight, customs charges and brokers' fees; and couriating expenses (a lender may require that the courier travel via first-class accommodation when carrying the work of art and full business-class fare when empty-handed, and that he be paid a standard per diem allowance for expenses).

2) insurance—if a lender will not accept the borrower's insurance coverage (as described above) and requires that the loan be insured under the

lender's own policy, the borrower may be charged for a pro-rated share of the premium.

3) photography—the lender may require that a photographic reproduction (microfilm, slide, or negative) be made at the borrower's expense before material is removed from the lender's institution.

4) conservation—the borrower may be expected to pay for any conservation work deemed necessary by the lender to make the material ready for exhibition and for travel (including matting and framing, the manufacture of special boxes, packing, mounts and display cradles).

5) administrative costs—a lender may also charge a loan fee (payable if the loan is approved, even if the borrower decides not to borrow the item) or a per-item exhibition fee (in lieu of packing and handling expenses). Certain lenders may charge for staff time involved in the selection of material, for insurance appraisals by outside experts, and other administrative costs.

III. Suggestions for lending institutions

A. Conditions of loan. The Committee recommends that all lending institutions establish formal policies governing loans for exhibition purposes. A brief written summary of the lender's loan policy (perhaps entitled "Conditions of Loan") will prove helpful in correspondence with prospective borrowers.

B. Other loan forms. It is not necessary, however, for lenders to devise or print their own Loan Agreement forms or a facilities report questionnaire, as it should be the responsibility of borrowers to provide proper forms and information as part of their request. Should the forms provided by a borrower not conform to the lender's requirements, however, the lender should see that they are amended as necessary.

C. Insurance. Our study of current practice among libraries and museums indicates that in most instances it is the borrower who is expected to arrange for insurance of borrowed items. In fact, most institutions which borrow regularly maintain fine arts policies specifically for this purpose. When individual lenders insist on covering items under their own insurance policy (and passing the additional cost on to the borrower), duplication of coverage and expense may occur. If the borrower cannot show evidence of proper fine arts insurance protection, the lender should—without question—insist that his items be protected under his own policy. If the borrower does have such coverage, however, and can produce satisfactory documentation, it is the ad hoc Committee's recommendation that the lender accept that coverage in lieu of his own.

Appendix Model for Loan Agreement Form

This form should be on letterhead (or give borrower's name, address, phone in a heading) and

provide ample space in which to type information requested.

EXHIBITION:

[specify title, location(s), inclusive dates of loan].

LENDER:

Name;

Address;

Contact person (with telephone at work and home);

Exact form of lender's name for catalogue, labels, and publicity;

ITEM TO BE LENT:

Author/artist (with dates, if known);

Title or description, including publication information (if appropriate);

Lender's call number or accession number;

Date of item;

For art work, location of date (if any);

For art work, form and location of signature (if any);

Medium/materials and support;

Dimensions of item alone (height, width, depth, weight);

Dimensions of item with mat, frame, or base, if any (height, width, depth, weight);

Condition (please note any existing breaks, tears, scratches, abrasions, paint losses, other insecurities or defects in the work; use separate sheet if necessary).

SPECIAL INSTRUCTIONS:

For art work, may borrower reframe or remat? (yes/no);

Substitute plexiglas for glass? (yes/no);

Date by which loans are to reach the Borrower (Borrower will be in contact with Lender regarding shipping arrangements);

Other instructions for packing, transport, and installation.

INSURANCE (see Legal Conditions stated below):

Does lender preferred 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.

PHOTOGRAPHS AND REPRODUCTIONS

(Unless permission is declined here, it is understood that this item may be photographed, videotaped, telecast, and reproduced for publicity purposes connected with this exhibition and for illustrations in the catalogue and other publications, and that slides of it may be made and distributed for educational use):

May borrower reproduce item in the catalogue? (yes/no); for publicity? (yes/no); for educational purposes? (yes/no);

Which of the following are available from the lender: black and white photographs? (yes/no);

color transparencies? (yes/no); slides, postcards, or other reproductions for public sale? (yes/no);

Does lender hold exclusive copyright? (yes/no); if no, whom might borrower contact to acquire reproduction rights?

LEGAL CONDITIONS OF THE LOAN AGREEMENT

1. [Insert name of borrowing institution] ("the Borrower") will exercise the same care with respect to the object referred to on the reverse (the "work") as it does in the safekeeping of comparable property of its own.

2. The work shall remain in the possession of the Borrower and/or the other institutions participating in the exhibition for which it has been borrowed (the "participating institutions") for the time specified on the reverse, but may be withdrawn from such exhibition at any time by the Director of Trustees of the Borrower and/or of any of the participating institutions. The work will be returned only to the Lender at the address stated on the reverse unless the Borrower is notified by the Lender in writing to the contrary. If the legal ownership of the work 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 his legal right to receive the object by proof satisfactory to the Borrower.

3. Unless the Lender chooses to maintain his own insurance, the Borrower will insure the work on a wall-to-wall basis under a fine arts policy for the amount specified above by the Lender against all risks of physical loss or damage from any external cause while in transit and on location during the period of this loan. The Borrower's fine arts policy contains the usual exclusions for loss and damage to the work 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 warlike action when not in overseas transit. The Lender agrees that, in the event of loss or damage, recovery shall be limited to such amount, if any, as may be paid by the insurer, hereby releasing the Borrower, each of the participating institutions, and the Trustees, officers, agents and employees of the Borrower and of each of the participating institutions from liability for any and all claims arising out of such loss or damage.

4. If the Lender chooses to maintain his own insurance coverage, then, prior to the shipment of the work, the Borrower must be supplied with a certificate of insurance naming the Borrower and each of the participating institutions as an additional insured or waiving subrogation against the Borrower and each of the participating institutions. If the Lender shall fail to supply the Borrower with such a certificate, this loan agreement shall constitute a release of the Borrower and of each of the participating institutions from any lia-

bility in connection with the work. 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 work without the express consent of the Lender. Evidence of damage to works in transit or while in the Borrower's custody will be reported immediately to the Lender.

6. The Borrower's right to return the work 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 work within sixty days after such termination, then the Borrower shall have the absolute

right to place the work in storage, to charge regular storage fees and the cost of the insurance therefor, and to have and enforce a lien for such fees and cost. If, after five years, the work shall not have been reclaimed, then, and in consideration for its storage, insurance, and safeguarding during such period, the work 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 work or authorized agent of the owner.

THE CONDITIONS OF THIS LOAN AS STATED ABOVE ARE ACCEPTED: [to be signed and dated by representatives for the Lender and the Borrower]. ■■

ACRL candidates, 1989 elections

Michael
Albin

Who's who on the Spring ballot.

The listing for each of the following candidates includes their title, institution, and institutional address.

Vice-President/President-Elect

Barbara J. Ford, Associate Director, Trinity University Library, 715 Stadium Dr., San Antonio, TX 78284; Patricia A. Wand, Assistant University Librarian for Public Services, University of Oregon, Eugene, OR 97403-1299.

Board of Directors

Director-at-Large: Eileen Dubin, Director of Library Services, Stockton State College, Pomona, NJ 08240; Shirley A. Lowman, Director, Library Technical Services, Maricopa Community College, 2325 E. McDowell Rd., Phoenix, AZ 85006.

Director-at-Large: Evan Ira Farber, College Librarian, Earlham College, Richmond, IN 47374; David B. Walch, Dean of Library Services, California Polytechnic State University, San Luis Obispo, CA 93407.

Anthropology and Sociology Section (ANSS)

Vice-Chair/Chair-Elect: Cheryl C. Kugler, Head of Monograph Services, Jean and Alexander Heard Library, Vanderbilt University, 419 21st Ave. S., Nashville, TN 37240-0007; Robert B. Marks Ridinger, Sociology Subject Librarian, 303 Founders Library, Northern Illinois University, DeKalb, IL 60115-2868.

Secretary: Gregory A. Finnegan, Humanities and Social Sciences Reference/Bibliographer, Baker Library, Dartmouth College, Hanover, NH 03755; Ann L. Wood, Reference Librarian, University of Massachusetts Library, Amherst, MA 01003.

Member-at-Large: Anita Garey, Social Science Bibliographer, University of California Library, Santa Cruz, CA 95060; Mary M. Koenig, Reference Librarian, Humanities/Social Science Libraries, 180 Wilson Library, University of Minnesota, Minneapolis, MN 55455.