



LOAN – DEPOSIT AGREEMENT FORM



CAPE FEAR COUNCIL, BSA  
HISTORICAL ASSOCIATION

**Terms of Agreement**

1. In order to provide access to visitors of the facility housing its collection of historical material within the limits of these Terms, The Association will give the materials loaned the same care as materials owned by The Association, protecting and preserving to the extend feasible the physical as well as the intellectual contents. The Association assumes no responsibility in case of loss or damage by theft, fire, or any other cause whatsoever. The Association also need not specially insure the materials covered by this agreement.
  2. The Association may arrange or rearrange these materials, according to accepted archival principles, to preserve them and to make them more accessible to visitors.
  3. The Association may return to the owner such materials as are deemed by The Association to be either duplicative of, or inappropriate to, The Association's holdings.
  4. The duration of the loan shall be perpetual or until the materials are deeded or willed to, or devolve on, The Association or until The Association and the Owner agree to terminate the loan or until
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5. Ownership of the materials will transfer to The Association at the death or the corporate dissolution of the owner unless said ownership is expressly transmitted by will or other legal instrument to a third party. Such transmittal will not affect the terms of this agreement. The Association is hereby absolved from responsibility for knowledge of such transmittal unless and until such transmittal is duly communicated to it in writing by the Owner or the Owner's legal agent.
  6. The Owner may add other materials from time to time, to be receipted for and covered by this agreement. This agreement may be amended by written documents accepted and signed by the Owner and The Association. The Association agrees to accept the materials covered by this agreement for permanent preservation and access, if the Owner wishes to convert the loan into a gift.
  7. The Owner warrants that no other individual(s), institution(s), or other entity(ies) has(have) interest in the materials covered by this agreement except as stated below.

(Note: Please indicate, if appropriate, whether copyright has been waived by release form(s) or agreement(s) made with correspondent(s), interviewee(s), or other(s) representing these materials.)

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**Terms of Agreement, Continued**

8. The Owner acknowledges the Owner's responsibility to keep The Association informed of a current mailing address.
9. The Association undertakes to protect by means set forth in the paragraph the Owner's interest in the materials loaned in exchange for the permission hereby granted to allow (except as noted in Term 10 below) visitors to The Association's facilities both to examine the materials covered by this agreement and to receive copies to the extent they can be photocopied, of specific items for personal use. Records pertaining to the use(s) of these material covered by this agreement will be kept by The Association, and, if copies are made, visitors ordering or making the copies will be required to agree in writing to use the copied material solely for personal use. Visitors will be advised as well that use for any other than personal research or educational instruction is regulated by these laws of copyright.
10. The itemized attachment(s) below state the Owner's required restriction(s) on access and use of the materials covered by this agreement (or a stated portion of them) for specified period(s) of time and further state how access and use shall be permitted during the period(s) in which the restriction(s) pertain(s):  
  - No Restrictions
  - Restrictions as noted below

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11. The Association may apply greater restrictions on access to all or part of the materials covered by this agreement for ethical, legal, or preservation reasons.
12. The Association may, without notice or fee to the Owner, publish, in whatever form(s) it chooses, description(s) of, catalog(s) to, or other announcement(s) of the availability and contents of the materials covered by this agreement.
13. The Association may, without notice or fee to the Donor, make copies of any of the materials covered by this agreement for purposes of preservation and, within the limits set forth in these Terms, public use.
14. Except for limited periods, when certain portions of the materials may be undergoing preservation treatment, the Owner has the right of on-site access to the materials covered by this agreement at all time that the facility housing its historical material is open to the public. Further, except as noted below, the Owner may receive copies to the extend that they can be photocopied, of any of the materials covered by this agreement upon request. The Owner shall be responsible for payment of the usual and customary charges for such copies except as such charges may be waived in particular instances for courtesy copies of small bodies of material. When provision of such copies may be deemed by The Association dangerous to the physical preservation of the original materials that are to be copied, The Association may decline to make the copies.

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**Terms of Agreement, Continued**

- 15. Upon reasonable notice, the Owner may occasionally request, and The Association may provide, by written agreement, the temporary return of items from among the materials covered by this agreement. In such cases, The Association may make a copy of the returned item for the information use of visitors during the period of the loan back to the Owner. In the case of items of particular fragility, The Association may, at its discretion, provide the Owner, at the Owner's expense, a copy instead of the original or ask the Owner to withdraw the request.
- 16. If The Association should be judged to have failed to carry out its responsibilities under this agreement, and if the Owner or any other person seeks to enforce this agreement or claim damages for breach of it, The Association shall have the option of satisfying any obligation imposed upon it by this agreement by returning the loaned items (and all archival copies of same) to the Owner or the Owner's legal representative.
- 17. Further items of agreement covering this gift and not elsewhere mentions above are as follows:

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I, We, \_\_\_\_\_, hereby loan the materials listed in the opening paragraph above or subsequently added under Term 6 above and agree to the other Terms set forth within this contract.

*(This agreement is not valid and cannot be executed by The Association unless the material is received by and the agreement is signed by at least two(2) members of The Association Executive Committee)*

**Owner Information:**

_____ <i>(Signature of Owner or Agent)</i>	_____ <i>(Printed or typed name of Owner or Agent)</i>
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_____ <i>(Printed or typed address of Owner or Agent)</i>	
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_____ <i>(Telephone number of Owner or Agent)</i>	_____ <i>(Date)</i>
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**Association Information:**

_____ <i>(Signature and Title)</i>	_____ <i>(Signature and Title)</i>
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_____ <i>(Date)</i>	_____ <i>(Date)</i>
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