

Vermont Historical Society Mobile Digitization Kit Loan Agreement

60 Washington St, Barre, VT 05641
(802) 479-8500, info@vermonthistory.org

Materials Borrowed

Material Borrowed (please list each case or bag that is going out):

Dates Reserved:

Returned by:

Borrower Information

Organization:

Name & Title of Contact:

Phone:

Email:

Mailing Address:

Shipping Address (if different from above):

Secondary Contact Name & Email:

Lender Information

VHS Staff Contact Name & Title:

Phone:

Email:

THE FOLLOWING CONTRACT BETWEEN: VERMONT HISTORICAL SOCIETY (VHS) and BORROWER (hereinafter "Borrower") for rental of the above-listed mobile digitization kit under the following terms and conditions.

1. RENTAL FEES

I. There is a \$100 Rental fee per 12-week loan period for VHS member organizations, plus \$500 damage deposit.

II. There is a \$500 Rental fee per 12-week loan period for Non-members, plus \$500 damage deposit.

III. All applicable fees are due in full when this agreement is signed by both parties, no later than one week before the beginning reservation date listed above.

2. BORROWING DURATION

I. Rental periods are up to 24 weeks unless otherwise agreed upon, including pick up/shipping date. Borrower has 3 days to return all materials at the end of the rental period.

3. MOBILE DIGITIZATION KIT PICK UP OR DELIVERY

I. The kit can be picked up and returned to the Vermont History Center in Barre, VT

II. Delivery may also be available via courier service. Additional fees will apply. Please contact VHS for fees and additional information.

III. VHS Staff and the Borrower will determine mutually convenient dates for the pickup and return of the kit, or for the inbound and outbound shipment within the limits imposed by the reservation dates set forth above.

4. PACKING & SHIPPING

I. VHS will provide a professionally packed mobile digitization kit able to be picked up by the Borrower or shipped by courier.

II. At the end of the borrowing term, all the material must be repacked in its original locations in its original cases. No changes in packing systems or materials may be made without the prior written approval of VHS.

III. If, under any circumstances, the Borrower cannot receive the kit on the scheduled date or cannot prepare the kit for its scheduled return in a timely manner, the Borrower will advise VHS staff immediately. The Borrower agrees to reimburse VHS for any additional costs incurred by VHS due to the Borrower's inability to receive or to return the kit within the dates agreed upon above. Costs may include mileage for travel and reimbursement for staff time.

5. USE OF KIT

I. The kit must be used in accordance with the included instructions, which will be provided to the Borrower in advance of its receipt of the kit. The Borrower agrees to train all staff members who will be handling the equipment in accordance with the provided instructions.

II. No alteration of any packing material or equipment will be done by Borrower without written authorization from VHS.

III. The Borrower will be responsible for and bear all expenses of using the kit, including, but not limited to, the following: computers, electrical power, and digital storage.

IV. The Borrower must adequately secure all material in the kit for the duration of the loan, to include storing the equipment in a secured and temperature-controlled space.

V. The Borrower understands that any additional material returned with the kit that is the property of the Borrower (such as digital storage devices left in the camera) will be returned

if requested, with any expense incurred to be borne by the Borrower. If there is no response within 60 days, the material will become the property of VHS.

6. PUBLICITY

- I. The Vermont Historical Society must be credited as the owner and lender of the kit in any social media or PR content that promotes the organization's use of the kit.

7. CONDITION REPORTS AND PROCEDURES

- I. VHS will examine the materials in the kit prior to lending it to document any known damage or condition issues, and will perform the same check on receipt of a returned kit.
- II. While on the Borrower's premises, any damage to equipment will be reported immediately to VHS in the manner set forth below.
- III. If any equipment in the kit is damaged, lost, stolen, or subject to emergency procedures the Borrower will, in each such instance, immediately report such event and its cause, if known, to VHS. In any such event, the Borrower will comply with the instructions of authorized VHS staff with respect to the affected equipment, which may include immediate return to the VHS.
- IV. Any damage to or change in the condition of any equipment will be photographed by the Borrower immediately at the time of discovery and the photograph(s) will be included in a written report describing the following: the event and its cause, if known; the damage or deterioration, if any; the steps taken by the Borrower; the condition of the equipment; and the Borrower's recommendations. A copy of such report will be sent by email to the VHS staff contact.
- V. In situations requiring immediate action, authorized VHS staff may provide verbal consent and direction concerning any necessary treatment or handling of equipment, to be confirmed in writing. After permission is given by VHS, the Borrower shall require the person treating the affected equipment to document fully any treatment in writing.
- VI. In the event that any piece of equipment becomes too damaged to continue to circulate while under care of the Borrower, the security deposit will not be returned to the Borrower.

8. RIGHTS & RESPONSIBILITIES

- I. The Borrower shall indemnify and hold harmless the Vermont Historical Society against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees and costs, arising out of, connected with or resulting from this agreement, exhibition, or the equipment including without limitation the manufacture, selections, delivery, possession, use, operation, or return of the kit.
- II. The Mobile Digitization Kit is the sole and exclusive property of the Vermont Historical Society and the Borrower shall have no right, title, interest, or copyright therein.

9. SIGNATURES; BINDING AGREEMENT

VHS and the Borrower each warrant to the other that the officer or officers signing this Agreement on its behalf is or are authorized to do so and that it has entered into this Agreement and caused it to be signed on its behalf, intending to be legally bound.

<i>Vermont Historical Society:</i>		<i>Borrower:</i>
by:		by:
Name:		Name:
Title:		Title:
Date:		Date: