

SONS OF UNION VETERANS OF THE CIVIL WAR

DEPOSIT AGREEMENT

Deposit. The Sons of Union Veterans of the Civil War, (“Depositor”) hereby deposits with

(“Institution”) a collection of artifacts and items (“Collection”). The Collection is more particularly described in the attached inventory, which is incorporated herein by reference.

Any additional materials that the Depositor deposits with the Institution will be governed by the terms of this agreement unless the Depositor and the Institution agree upon different terms in a writing made in advance of such additional deposit. Such additional deposit may be listed in additional inventory documents. This agreement supersedes any prior deposit agreement(s) between the parties in regard to the Collection.

2) Term of Deposit. The Collection will remain on deposit in the Institution for a term of _____ beginning on the effective date of this agreement.

3) Warranties. The Depositor warrants that, to the best of the Depositor’s knowledge, the Depositor owns the physical property in the Collection, free and clear of any liens, and the Depositor has the full right, power and authority to deposit the Collection.

4) Care of Collection. The Depositor authorizes the Institution to place the deposited material in appropriate archival containers whenever necessary and to extend to the Collection the same protective care as is exercised on similar material owned by the Institution. The Depositor acknowledges that the Institution has no obligation to process the deposited materials. In case of emergency, the Institution is authorized to transport the Collection to such place of safekeeping as the Institution may have chosen for its own valuable collections.

In all cases, the Institution shall give special care for the Collection and take all reasonable precautions to protect the Collection against loss, damage, or deterioration, so as to prevent or diminish damage and to maintain the Collection in sound condition, in the same manner as the Institution provides to its own materials and property.

No part of the Collection may be altered, cleaned, treated, restored or repaired without prior written permission of the Depositor. The Depositor reserves the right to inspect the facility where the Collection is stored and/or displayed upon reasonable notice to the Institution. The Institution will credit the Depositor as the lender of the objects within the Collection that are on public display. The credit shall be used in exhibition labels. Such review shall include the right to inspect the collection of items held.

The Institution will not use the Collection or the Borrowers identity for commercial gain, marketing, self-promotion or fundraising activities. The Institution may use the Collection and/or the Borrowers identity for purposes of promoting the display of all or part of the Collection.

5) Display. The Collection will be displayed whenever possible inside fully enclosed exhibit cases. Encapsulated objects will not be removed from the encapsulations. Framed objects will not be removed from the frames. Environmental conditions will be stable and will be maintained within reasonable ranges. Light levels will be set below the maximum allowable foot-candle level if possible and lights will be turned off during non-public hours to minimize light exposure on the objects of the Collection. No natural light will fall on objects of the Collection.

6) Insurance. The Institution shall carry sufficient premises liability and wall to wall contents insurance in sufficient amounts to provide sufficient coverage for any loss to the Collection. The Depositor may carry additional insurance in the discretion of the Depositor.

7) Administration and Use of Collection. The Institution may administer the Collection and may use the Collection in the Institution's services subject to the usual and special regulations and procedures applied by the Institution to such valuable material. During the deposit period, the Institution and the Depositor will clearly cite the Collection in catalogs, exhibitions, teaching materials, and the like, as being on deposit.

8) Reproduction and Exhibition by the Institution. While the Collection is on deposit, the Institution may make one reproduction of each paper item in the Collection (or such additional number of reproductions as may be necessary to render and retain a digital image of the items). Said reproduction(s) will be the property of the Institution. At all times, the Institution may exhibit any or all the materials in the Collection on site and may display any or all the materials in the Collection on the Institution's website or in any other electronic form or successor technology, subject only to securing any third party permissions that may be necessary.

9) Withdrawal. When the Depositor withdraws the Collection, the Depositor shall provide the Institution at least thirty (30) days written notice prior to withdrawal, unless the withdrawal is at the conclusion of the loan period. The Collection must be returned to the Depositor in satisfactory condition by the stated termination date. Any extension of the loan period must be in writing.

10) Contact Information. The Depositor shall promptly notify the Institution of any change to the Depositor's contact information.

11) Each of the parties has read and agrees to the above Deposit Agreement and certifies that they are authorized by the Institution and the Depositor respectfully to agree thereto and sign this Deposit Agreement.

In witness whereof, the authorized representatives of the parties have signed this agreement effective as of the last date of signature:

Approved for the Institution - _____

Date: _____

Signed: _____

(Institution's Authorized Agent)

Print Name: _____

Title: _____

Approved for the Depositor - Sons of Union Veterans of the Civil War:

Date: _____

Signed: _____

Print Name: _____

Commander-in-Chief

Department Commander