

Conditions Governing Loans From the Collection

Purpose:

The Walters Art Museum is a frequent lender to special exhibitions organized by museums here and abroad. In order to assure the safety of works from the collection while in transit and on exhibition elsewhere, the Walters Art Museum has determined certain requirements regarding facilities, administration, and arrangements pertinent to the loan which must be adhered to by the Borrowers, [NAME], and all participating institutions in an exhibition tour. For this purpose, the Walters Art Museum must receive completed Facility Reports and temperature/relative humidity charts from the Borrower and from all the participating venues of the circulating exhibition prior to approval of the loan. If your institution (or those in your proposed tour) cannot comply with any of the following conditions of loan, please provide a written description of conditions as they exist, and whether modifications of the prevailing conditions are possible. All information provided will be kept strictly confidential. **The Walters Art Museum must receive loan requests at least eighteen (18) months before the opening date of an exhibition.**

Costs and Billing:

The Borrower will be responsible for all costs associated with loans including but not limited to loan fees; framing, mounts, special preparation and materials; crating and packing; crate disposal; insurance premiums; transportation; courier expenses; and any other costs relative to the loan. Please see Attachment 1 for an itemized list of fees and costs applicable to loans from the Walters' collection. The Walters Art Museum will make every effort to provide the Borrower with estimated costs in advance, and will not be responsible for dividing expenses among any other participating institutions in an exhibition. If the Borrower cancels the loan, any expenses already incurred for the loan will be borne by the Borrower. At the Walters' discretion, the Borrower agrees to prepay the Walters' estimated costs in making the loan. Such payments must be in delivered to the Walters at least two weeks prior to shipment.

Environment:

The borrowing institution (and all participants in the circulation tour, if applicable) must ensure that proper standards of environmental control are maintained in the spaces where the objects and their packing materials are stored or displayed, with particular attention given to maintaining acceptable light and humidity levels. No object will be permitted to come in direct contact with any light fixtures or any heating, air conditioning, ventilation, or electrical outlets. The borrowing institution agrees to monitor the climate in the gallery where the object is exhibited using recording equipment. The Borrower will provide copies of temperature and relative humidity graphs to the Walters Art Museum for the duration of the exhibition if so required.

General Relative Humidity requirements:

The general gallery environment: 50% Relative Humidity, plus or minus 5%:

There must not be more than a 10% fluctuation in relative humidity during a 24-hour period in the gallery. Some objects may require different display case environments which will be outlined in the loan agreement.

A stable temperature will be maintained at 70°F/21°C, plus or minus 5°F/3°C.

Some objects may require a more limited temperature range which will be outlined in the loan agreement.

A temperature and relative humidity monitor may be required inside some display cases and would require daily monitoring to ensure that the proper temperature and relative humidity are maintained. Borrowers will be notified in the loan agreement if a monitor is required.

Lighting requirements:

- Light levels in the exhibition area are to be limited to a maximum of:
 - 5 foot-candles (50 lux): works on paper, manuscripts, books, textiles, wood, lacquer, ivory and bone
 - 15 foot-candles (160 lux): metal objects, paintings, unpainted stone and terracotta
- Light levels for individual objects will be listed on the loan agreement.

No light source may be placed inside an exhibition case or positioned in contact with the exhibition case. Fiber optic lights are acceptable within a case ONLY if they are operated with a remote light source. LED lights are acceptable for generally light stable material; they should not be used for light sensitive materials. Please consult the Walters if planning to use LED lights. UV filtered, cool fluorescent lights are acceptable within a case ONLY if the ballast for the lamp is outside the case. Use of light boxes with cooling fans over the display cases may be acceptable upon review of recording data that demonstrates temperature stability during a 24-hour cycling of lights within the actual case environment.

Exposure to ultraviolet light (sources include daylight, indirect daylight, unfiltered fluorescent light and some incandescent light) must be kept as low as possible. Fluorescent light sources may be used ONLY if installed with new UV filter or active built in filter.

Construction and Casework:

All construction and painting activities must be completed in the galleries at least 48 hours before the installation of the objects. Construction and painting of new display cases must be completed at least two weeks before the installation of objects and must be allowed to air out for at least 48 hours prior to the installation of the objects.

Any materials used in case construction or any material used in the gallery which come into direct contact with the object must be material suitable for use with the object. i.e. materials that are chemically inert or known not to cause deterioration. **No exposed wood or wood products may be used in case interiors.**

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Please see Attachment 2 for approved case materials and case design requirements. With particular loans, The Walters Art Museum may require that display case design and specifications be submitted three months in advance of installation for approval by the Walters' conservator.

Casework and vitrines must be locked or secured with security screws. Alarms may be required for particular objects as indicated in the loan agreement.

Security and Fire Protection:

The objects must be guarded at all times by professional security personnel. Unless specifically waived by the Walters Art Museum, the Borrower must provide 24-hour manned security as well as electronic security covering the perimeter of the building including doors, windows and any other exterior opening. Additional security requirements may be required for some objects and will be listed on the loan agreement.

Adequate protection against risks of fire must be provided. Wet and dry pipe sprinkler systems may not be in use in exhibition galleries or art storage areas unless approved in writing by the Walters Art Museum in advance. If a sprinkler system is approved, special protective measures may be required at the Borrower's expense. Pre-action sprinkler systems are acceptable, but the Walters must be informed in advance. Borrower must identify system(s) being used including any fire suppression other than water (e.g. gas or chemical).

Packing and Crating:

Museum-quality packing and crating is required. The Walters will arrange crating and packing. A crating estimate will be sent to the Borrower after the loan is approved. Unpacking will not take place until 24 hours after delivery to the exhibition gallery. Unpacking and repacking must be supervised by the Walters courier.

The Borrower will keep all crates and packing materials for the return shipment, and the object(s) will be repacked using the same protective methods and materials. Crates and all packing materials will be stored in climate- and pest-controlled areas. If the crate storage area is not climate controlled, the crates and packing materials must be returned to the galleries and allowed to acclimatize for a minimum of 24 hours.

Shipping:

Transportation arrangements must be made in consultation with the Walters' registrar at least 4 weeks in advance of the initial shipping, two weeks prior to inter-venue shipping and two weeks prior to dispersal of the exhibition. The Borrower must consult with, and obtain approval from, the Walters' registrar before finalizing any shipping arrangements including transportation, customs formalities and shipments between venues. The Borrower must select a customs broker/transportation company from those approved by the Walters (see below). The Walters reserves the right to request a transport company or agent other than the one chosen by the Borrower including any company/agent selected through a tender/bid process or in-kind sponsorships.

For all shipments requiring freight forwarder/customs broker, the Walters Art Museum requires Masterpiece International, LTD or Dietl International as the U.S. agent and [NAME] as the international agent. The Walters requires palletizing/container and tarmac supervision where permitted by airport authorities.

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The Walters reserves the right to require a separate airway bill for this loan.

For objects traveling via air, the venue must screen all cargo on site according to their country's customs and security regulations. Please notify the Walters Art Museum in advance if you are not able to screen cargo at your facility and provide details for alternate screening arrangements. For any ground transportation, crates must be transported using only fine arts trucks that are phone-equipped, climate-controlled, locked, exclusive-use vehicles with air-ride suspension, with two drivers, and lift-gate. Trucks and loaned works must never be left unattended.

If the Walters, in coordination with the Borrower, deems that the loaned objects cannot safely or practicably be returned due to an event, either directly or indirectly, beyond either the Borrower or the Walters' reasonable control, including, but not limited to acts of God, terrorism, fire, floods, labor strikes, pandemic, civil unrest, power or equipment failure, the Borrower, in consultation with the Walters, will continue to care for (including, as appropriate, storage as approved by the Walters) and insure the loaned objects under the terms of this agreement, until such a time that the loaned objects can safely and practicably be returned.

Couriers:

The loan must be accompanied by a Walters' courier for installation and deinstallation at each venue unless otherwise agreed upon in writing by the Walters. The Borrower will pay all courier expenses for the installation and deinstallation of the loan. Courier expenses include hotel, per diem, airfare and transit to and from airports.

Hotel and per diem are required for the following minimum number of days:

- 1 night and 2 days to the Mid-Atlantic region
- 2 nights and 3 days to all other US institutions and Canada
- 3 nights and 4 days for Western Europe
- 5 nights and 6 days for Eastern Europe, Middle East, Australia and Asia

Courier will receive a minimum per diem of US \$100 for domestic loans, €100 for European loans and £100 for UK loans. Daily per diem rates for destinations outside the U.S. are based on the US Department of State per diem rates. https://aoprals.state.gov/web920/per_diem.asp. The rate for [PLACE] is [AMOUNT]. Any food or direct transportation costs over the per diem amount may be billed to the Borrower.

Business Class flights are required when traveling with the loan. Business class is also required when the total duration of the transit equals or exceeds 10 hours or any one flight equals or exceeds 8 hours. Premium economy flight, with guaranteed advance seat assignment, is required for all flights without artwork, or is shorter than the above specifications for business class. In the event of flight changes beyond the control of the courier, the Borrower is responsible for all additional transportation and courier costs.

At the Walters' discretion, a Walters' courier may not be required for inter-venue transports as long as an organizer courier accompanies the shipment. Inter-venue transportation arrangements must be sent to the Walters for approval at least three weeks before the shipment.

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Installation and Handling:

The installation and deinstallation of the object must be supervised by the Walters' courier. The Walters' courier must be present every time a case containing a Walters object is opened. All objects must be installed in accordance with the Walters' specifications, which will be included in the loan agreement.

The object may be handled by the Walters' courier or such Borrower staff members as he or she may designate. Works of art must be handled by trained personnel only.

The Walters will provide objects with frames and/or mounts necessary for display. The objects must be exhibited in the frames or mounts supplied. Hanging devices and display mounts may not be removed or repositioned. The Borrower may not affix other types of hanging devices or display mounts to the objects without authorization from the Walters.

Condition Reporting:

A condition report for the object will accompany the loan. The condition of the object will be checked and the condition report annotated upon arrival and after the exhibition has ended. Any changes in condition will be noted on the condition report. The Walters' courier and an authorized member of the Borrower's staff will sign and date the condition report. The Borrower will notify the Walters' registrar immediately of any loss, damage or deterioration noted whether in transit or on the Borrower's premises.

Insurance:

Each loan must be insured by the Borrower's fine arts insurance against all standard risks on a wall-to-wall basis with no non-standard exclusions at the value specified by the Walters Art Museum. The Walters' registrar must review the covering insurance policy before the loan can be approved. A proper certificate of insurance, or guarantee of indemnification, naming the Walters Art Museum as loss payee, must be received by the Museum prior to the release of the loan.

In instances of irreconcilable problems with the Borrower's insurance, the Walters reserves the right to require the Borrower to insure through a Walters-approved policy, arranged by the Walters Registrar with the premium invoiced directly to the Borrower.

Immunity from Seizure (for international loans only):

The Borrower hereby guarantees the return of the object to the Walters and agrees, to the fullest extent allowed by law, to defend itself and the Walters against any claim or action, the purpose of which is to attach, seize, or repossess the object and prohibit the return to the Walters. In addition, if Borrower is located in a country or province which has immunity from seizure or guarantee of return laws, Borrower must obtain this protection for the object and supply written evidence of this to the Walters in advance of shipment.

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Reproduction and Catalogue:

Photography and videography of loans by the public is permitted, whenever copyright allows, with hand-held equipment. Use by the public of flash or tripods, monopods, photo extension poles (“selfie sticks”), etc. is not permitted in the galleries where WAM loans are located. Professional photography and filming, including television coverage, may be permitted, but only if supervised by a member of the Borrower’s professional staff, who must halt proceedings if they determine Walters’ objects are in jeopardy.

All authorized photography and videography is subject to the following restrictions: works of art may not be unframed, altered or moved for photography or videography, and must be protected from undue exposure to lights. Lights must be at least 4 feet away from any object. Total wattage of all lights will not exceed 1000 watts. The use of photo lamps MUST be kept to a minimum and lamp usage should be restricted to the time necessary to take the photograph. (Ambient light should be used for photo set-up, focusing, and any other activity not related to film exposure.) The objects will at all times be protected from contact with photographic and video equipment and such equipment will not be permitted to be hazardedly close to any object. Only images provided by or authorized by the Walters Art Museum may be used for catalogue reproduction in conjunction with this loan. All photographic materials should be requested from the Department of Imaging and Intellectual Property (digitalresources@thewalters.org) at the Walters Art Museum.

Compliance with copyright laws and observance of the reproduction rights of any third party shall be the responsibility of the Borrower.

One copy of any book, catalogue, or other publication printed in conjunction with your exhibition must be provided to the Library of the Walters Art Museum.

Credit Line:

The Borrower shall credit The Walters Art Museum on the labels, in the catalogue, and in publicity connected with the exhibition. The credit line for loan objects will be included in the loan agreement.

Additional Conditions:

Eating and drinking are prohibited in the rooms or galleries where the object is stored or displayed. Smoking of any kind is also prohibited, including “vaping” or the use of an e-cigarette, vape pen, or e-hookah and any electronic vaporizers.

If for any reason the Walters chooses not to send a courier, the Walters reserves the right to require that any unpacking, installation, condition reporting, deinstallation and packing of the loaned objects be done under digital oversight by a Walters representative through a mutually agreed upon method. The Walters also reserves the right to require, at the Borrower's expense, a Walters-approved contract conservator in an appropriate specialty if none is provided/available at the Borrower’s institution.

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Additional Conditions (continued):

The Walters Art Museum reserves the right to withdraw any work from loan or to cancel any proposed or agreed-upon loan at any time. Conditions stated herein are supplemental to those conditions and requirements which are listed in the Walters' loan agreement. The Borrower will be informed of any additional requirements in the loan agreement and agrees to comply with these requirements.

This agreement and the loan agreement shall be governed by and construed, enforced, and performed in accordance with the laws of the State of Maryland without regard to conflicts of law principles.

In the Case of an Emergency:

The Borrower and/or participating venue must contact the Walters Art Museum Registrar's Office in case of an emergency. Walters Registrar Office: 410.547.9000, ext. 390., ext. 274 or ext. 364.

If a Registrar cannot be reached immediately, the Borrower will then notify the Walters' Security. Walters Security Station: 410.547.9000, ext. 225 or 220.

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PLEASE SIGN AND RETURN THIS CONTRACT TO: Mary Cochran, Associate Registrar, The Walters Art Museum, 600 North Charles Street, Baltimore, Maryland 21201.

On behalf of the Borrower, I confirm that our institution and those included in our exhibition tour (if applicable) can and will comply with the loan conditions outlined above:

Signature of Representative for Borrower Date

Institution/Address:

Loan(s) requested:

Participating Venue 2: Signature Date

Participating Venue 3: Signature Date

Participating Venue 4: Signature Date

Loan approved by the Walters Art Museum:

Signature of Representative for Walters Art Museum Date

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Attachment One

LOAN CHARGES

[Exhibition title]

[Venue 1: open date-close date]

LOAN CHARGES	COST
Administrative fee	\$150 per object / per venue
Vitrines, framing, frame build outs, special preparations, special conservation costs	Billed at cost (estimate sent in advance to Borrower for approval)
Production of new mounts	Materials billed at cost. (estimate sent in advance to Borrower for approval) Labor billed at \$50.00 per hour for in-house or as billed by outside contractors.
Crate construction and materials	If a crate is available for reuse: \$250 If new crate is constructed, billed at cost. (estimate sent in advance to Borrower for approval)
Crate disposal fee	\$50 per crate
Packing	Materials billed at cost. (estimate sent in advance to Borrower for approval) Labor billed at \$50.00 per hour for in-house or as billed by outside contractors.
Insurance	If the Borrower's insurance is not acceptable, a Walters-approved policy will be arranged by the Walters Registrar with the premium invoiced directly to the Borrower.
Transportation including customs and freight-forwarding	Billed at cost.
Courier expenses, including but not limited to airfare, hotel, per diem, transportation. See the courier section outlined on page 4 above.	Per diem: to be paid in cash by the Borrower upon arrival, unless other arrangements are approved in writing by the Walters' registrar Transit to/from airports: Transportation to BWI is estimated at \$100 1-way, Transportation to Dulles is estimated at \$200 1-way. Overtime: In rare instances, a courier may be eligible for overtime, if applicable, the rate is \$35/hour over 40 hours per week. This will be invoiced at WAM following the courier's return.
Other costs	Billed as incurred

Payment: The Walters Art Museum will submit an invoice to Borrower at shipment of loan. This invoice will itemize applicable costs. Payment is due upon receipt of invoice. The Walters reserves the right to require pre-payment of loan fees, crate cost, courier airfare, insurance premiums and other major advanced expenses as a condition of

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release of the loan for shipment to Borrower. Such payments must be in hand two weeks prior to shipment. The balance, including necessary adjustments, will be payable after the return of the loan to the Walters.

Attachment Two

CASE CONSTRUCTION

1. Approved Case Construction Materials:

Interior Case Environment: (decks, risers, silica gel compartments, etc.)

- Alpollic/Dibond/or Alucobond. Trade names for polyester or polyethylene/aluminum laminates. These surfaces can be painted.
- Medex with ALL exposed surfaces completely heatsealed with Marvelseal 360 (an aluminum laminate film). Manufacturer recommends using a Clamco tacking iron for heatsealing. These surfaces need to be fabric covered.
- Kommerling Komacel Plus. A closed cell polyvinyl chloride product without plasticizers. These surfaces can be painted or fabric covered.
- Glass, Plexiglas, HDPE (high density polyethylene) and stainless steel. These surfaces can be painted or fabric covered.

Case supports or pedestals:

- Case pedestals may be constructed of Medex (an exterior grade formaldehyde-free MDF) sealed with at least two coats of primer that contains significant amounts of titanium dioxide pigment, aluminum, and / or charcoal. Pedestals may then be painted with no or low VOC acrylic latex emulsion paints. No oil paint is permitted. Allow 2 weeks for airing.
- **If you are using existing casework please contact the Walters to discuss any additional options.

Other Materials:

- Acrylic latex paint (allow 2 weeks for drying). No VOC, eco-friendly, such as Benjamin Moore Natura interior waterborne paint. NO OIL PAINT permitted.
- Glue- acrylic based glue; aliphatic resin wood workers glue for cabinets; Archival hot glue; 3M brand Spray 77 for fabric.
- Caulking- neutral cure silicone; Dow Corning brand 739 silicone. No acetic acid-curing caulk permitted.
- Case Fabrics –The name and catalogue number of conservation quality fabrics from Test Fabrics, Benchmark and Creation Baumann may be submitted to the Walters for approval for temporary use. NO ULTRASUEDES or VELVETS are ALLOWED. Other fabrics need to pass Oddy Test and results must be submitted to the Walters.

2. Case Design:

All cases containing Walters objects must be weighted, or otherwise attached to the floor, to prevent upset or movement should contact occur.

Silica Gel Compartments:

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- All cases that will hold organic or environmentally sensitive materials (i.e. - archaeological bronzes) must incorporate a sealed sub-deck storage cavity for silica gel (cavity should not be any larger than necessary to hold silica gel; a 6" deep cavity should be adequate).
- Each case cavity must have an access panel in order to allow the silica gel to be changed without deinstalling the objects.

Silica Gel Compartments (continued):

- There must be an air flow path between silica gel cavity and display area within the vitrine enclosure (preferably 1/2" reveal around perimeter on deck and/or below fabric). *Note: it is essential that any exposed wood in the silica gel cavity be sealed.*
- The need for silica gel compartments will be determined by the Walters. Silica Gel requirements for individual objects will be stated in the loan agreement or exhibition contract.

3. Environmental Controls:

Buffering Agents:

One convenient form of silica gel can be purchased from Art Preservation Services (www.appnyc.com). It is called RHapid PAK silica gel and is available in ½ lb. bags pre-conditioned to a range of different relative humidities. Information on their website can be used to calculate the amount necessary per cubic volume of airspace.

Pollutant Scavengers:

If the case will hold silver objects, the case design should include space for silver cloth, activated charcoal, zeolites or other pollutant scavenger or inhibitor. The material needs to be placed in the air path between the case exterior and the interior. Pollutant Scavenger requirements for individual objects will be stated in the loan agreement or exhibition contract.

- Pacific Silver Cloth (www.silverguard.com/c-6-pacific-silvercloth-by-the-yard.aspx) - used as a scavenger for sulfurous gases that tarnish silver and other metals.
- Activated Charcoal (<https://dmarkinc.com/product-category/hvacr/>. 375+ pads or bulk) - used as a scavenger for sulfurous gases and a range of organic acid vapors produced by wood products.
Microchamber papers
(<http://www.conservationresources.com/Main/S%20CATALOG/MicroChamber.htm>)

4. Lighting:

Exposure to ultraviolet light (sources include daylight, indirect daylight, unfiltered fluorescent light and some incandescent light) must be kept as low as possible. Fluorescent light sources may be used ONLY if installed with new UV filter or active build in filter.

No light source may be placed inside an exhibition case or positioned in contact with the exhibition case. Fiber optic lights are acceptable within a case ONLY if they are operated with a remote light source. LED lights are acceptable for generally light stable material. They should not be used for light sensitive materials. Please consult the Walters if planning on using LED lights. UV filtered, cool fluorescent lights are acceptable within a

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case ONLY if the ballast for the lamp is outside the case. Use of light boxes with cooling fans over the display cases may be acceptable upon review of recording data that demonstrates temperature stability during a 24-hour cycling of lights within the actual case environment.

Light level requirements for individual objects will be stated in the loan agreement or exhibition contract.

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