



INCOMING LOAN CONTRACT

Loan # IL 2025.xx

Lender: Atascosa County

Contact Person: Martin Gonzales Phone: 830-480-2741

Email: historicalcommission@atascosacounty.texas.gov

Address: 1 Courthouse Circle Drive, Jourdanton, Texas 78026

Credit Line (exact form of lender's name for exhibition and publication credit):

Atascosa County Historical Commission

Exhibition Title/Purpose: *New Discoveries: Battle of Medina*

Period of Loan (pickup & return dates): June 1, 2025 - To be determined

To be insured by: The Witte Museum (The Witte will also cover incoming and outgoing shipment costs of this loan.)

Effective Date of Coverage: June 1, 2025

Artist	Title	Description	Insured Value
			Total:

Loan accepted under the conditions on the back of this form. Please sign and return one copy.

Lender: _____ **Date:** _____

Title: _____

The Witte Museum: _____ **Date:** _____

Michelle Cuellar Everidge, PhD, President and CEO

The item(s) listed above was (were) received in good condition.

Returned to Lender:

_____ **Date:** _____

THE WITTE MUSEUM: CONDITIONS GOVERNING INCOMING LOANS

The Witte Museum will exercise the same care in respect to the object(s) covered by this agreement as it does with its own property. Said object(s) will be covered by the Museum's blanket policy from the date of receipt until either (a) the time of its/their return to the depositor, or (b) the termination of the Museum's accepted period of responsibility for unreturned objects, as stated in clause 2, below. Depositor must assume responsibility for in-transit insurance unless (a) otherwise noted, or (b) object(s) is/are transported by museum personnel.

Upon termination of the loan, per the dates on the face of this agreement and if the loan has not been renewed, the depositor may at once reclaim his property. In his failure to do so, the Witte Museum may request him in writing to withdraw the deposited object(s) within thirty (30) days. If the withdrawal has not been made at the end of said thirty day period, the Museum's responsibility for the safety of the object(s) shall then cease; it shall have the right to store it/them at the depositor's risk and expense, charging regular storage fees thereforward and being empowered to enforce a lien for such fees; and it shall put into effect the Texas Abandoned Property Law. The property can then be declared the property of the Museum two years from the date of the first letter noted above, if the Museum has followed the procedures outlined by Texas Law.

It is understood that the same regulations apply to accepted loans to the Museum when the lender has not returned to the Museum the necessary "formal" documents concerning said loan.

Objects lent to the Witte Museum at its request will be insured by the Witte Museum under its blanket fine arts policy against all ordinary risks while in its possession, and in transit, unless transported personally by the lender or his authorized agent. The Witte Museum will insure invited loans at the valuation indicated on the face of this form. If not noted, the Museum will insure invited loans at its own estimated valuation. Otherwise, the lender may continue his own insurance for the period of the loan, although in this instance the Museum will not accept responsibility for any errors in coverage.

Self-Insurance: The depositor hereby releases the Witte Museum from all liability for any loss or damage to the said property named on the face of this receipt while in its possession or in transit and agrees that the Witte Museum shall not cover such property with insurance.

Signature of Lender if object(s) is/are self-insured Date

Property lent to the Witte Museum for exhibition shall remain in its possession for the time specified on the face of this form but may be withdrawn from exhibition by the Director of the Museum.

Loans will be returned only to the owner or lender or his duly authorized agent. In signing this agreement the lender(s) certifies that he/they is/are the legal owner(s) or authorized agent of the legal owner of the described property in question.

The Witte Museum may require a written order of the Depositor or his authorized agent or legal representative before it returns deposited objects.

In receiving or surrendering deposits, the Museum requires that the Depositor comply with all government regulations. If the Depositor has knowledge of or special conditions governing the object(s), such as copyright lien, etc., he should inform the Museum thereof.

In case of death of the Depositor or legal transfer of ownership, for whatever reason, the legal representative of the Depositor or the new owner shall notify the Museum forthwith, giving full name and address in writing. Such legal representatives or owner shall submit proof of authority, any necessary tax waivers, and such other documentation and instruments as the Museum may require.

Lender shall provide the Witte Museum with the complete condition report of property lent prior to period of the loan. If such report is not received prior to date specified the Museum may not be responsible for damages incurred in transit to the Witte Museum.

Unless the Witte Museum is notified in writing to the contrary, it is understood that property lent to it may be photographed, sketched, reproduced or televised for publicity or educational purposes, but it will not grant such rights to others without written permission of the Depositor.

All written Museum requests or notices required by this receipt shall be considered sufficient if sent by Registered Mail to the Depositor at the address given on the front of this form.

The Witte Museum accepts this deposit on the understanding that the Depositor has full authority to make the same.

If any of the conditions to this loan are to be altered, changed or waived or otherwise affected, this must be done in writing on the agreement or by separate subsequent agreement with the Witte Museum.