

Bratenahl Historical Society Loan Agreement

The Undersigned ("Lender") hereby loans to the Bratenahl Historical Society ("BHS") a collection of materials ("Collection") more particularly described on the attached inventory, **Attachment A**, which is incorporated herein by reference. Any additional materials that the Lender lends to the BHS will be governed by the terms of this agreement unless the Lender and the BHS agree upon different terms in a writing made in advance of such additional loan.

The BHS agrees to treat the Collection lent to the BHS as if the Collection was the property of the BHS.

The BHS agrees to use the Collection for purposes of the BHS and not lend any portion of the Collection to a third party.

The BHS will retain possession of the Collection until such time as the Lender requests in writing that the Collection be returned to the Lender. If the Lender is unable to request the return of the Collection personally, the Lender's estate or a third party must provide the BHS with proof of their authority to request return of the Collection.

The BHS reserves the right to display all or any portion of the Collection, and reserves the right to interpret any object in the Collection as deemed appropriate by the BHS.

The Lender warrants that, to the best of the Lender's knowledge, the Lender owns the physical property in the Collection, free and clear of any liens, and the Lender has the full right, power and authority to transfer the Collection to the BHS.

The Lender may access the Collection during the BHS's normal business hours, consistent with the BHS's practices and procedures governing access by the general public.

The parties have signed this agreement effective as of the last date of signature.

Lender

By: _____

Print Name: _____

Date: _____

For the BHS

By: _____

Print Name: _____

Date: _____