

**RENTAL AGREEMENT**  
Conditions of the Loan

Date: \_\_\_\_\_

TO: \_\_\_\_\_, here forth known as "the borrower."

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

From: Alabama Folklife Association      5709 Belle Ridge Trail      Birmingham, AL 35210      205.956.9888

In accordance with the conditions printed on the reverse, the exhibit *Alabama in the Making: Traditional Arts of People and Place* (here forth known as "the exhibit" and contents thereof including objects, furniture, free standing kiosks, and electronic equipment, all listed in the attached document, are loaned for the purpose of display and education during the following time period: \_\_\_\_\_ to \_\_\_\_\_.

Location of the exhibit while on loan: \_\_\_\_\_.

**Costs**

After May 30, 2013, the rental fee of \$2,500.00 will be borne by the borrower. In addition to local sponsorships, corporate other private, and community foundations, borrower may also apply for grants to rent the exhibit.

**Deposit:** \$500.00 payable online via Pay Pal or send check to: AFA, 5709 Belle Ridge Trail Birmingham, Alabama 35210.  
DUE 1 month prior to proposed arrival date stated below.

**Final Payment:** \$2,000.00 due 1 week after arrival and set up of the exhibit. Payable by check made to Alabama Folklife Association and mailed to address provided above.

Exhibit will need to arrive approximately at \_\_\_\_\_ on date \_\_\_\_\_.

Exhibit will need to be picked up approximately at \_\_\_\_\_ on date \_\_\_\_\_.

Insurance carried by the Alabama Folklife Association through a policy of coverage with the Essex Insurance Company in the amount of \$50,000.00 not to exceed \$1,000.00 per item.

**Shipping**

Shipping will be carried out by Two Men and A Truck or other company approved by the Alabama Folklife Association and on contract with the Alabama Folklife Association. Packing and shipping will be completed under the supervision of a representative of the Alabama Folklife Association or the borrower. Employees of Two Men and a Truck or other movers will be responsible for shrink wrapping the exhibit.

**Packing, Storing, and Preparing for mover to pick up**

Borrower will store boxes and other containers used for packing and shipping the electronics, educational items, the gourds, and the quilt. Televisions and iPads will be dismantled according to the installation and packing instructions. Staff of the borrower will make sure to complete the check list during the unloading of the exhibit and check off items for reloading the exhibit for shipment to the next location.

**Protection**

Exhibit and contents thereof shall be given special care at all times to insure against loss, damage or deterioration. Borrower agrees to display the exhibit in an environmentally secure building. Buildings should have a fire protection system and 24-hour physical and/or electronic security, and protected from extreme temperatures and humidity. The borrower agrees to meet the special requirements for installation and handling as noted on the face of the agreement form. Furthermore, upon receipt and prior to return of the exhibit, the borrower shall complete a condition report. No elements of the exhibit maybe repaired without written or electronic permission provide by the Alabama Folklife Association. If

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damage or loss is discovered, the Alabama Folklife Association is to be notified immediately, followed by a written report including photographs. Objects including iPads and televisions must be handled only by experienced personnel.

**Insurance**

Exhibit shall be insured during the period of this loan for the value stated on the face of this agreement under an all-risk, wall-to-wall policy subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin or inherent vice, repairing, restoration, or retouching process. Upon request, the Alabama Folklife Association will furnish a copy of the policy prior to instillation of the exhibit. The borrower agrees to indemnify the Alabama Folklife Association for any and all loss or damage to the exhibit occurring during the course of the loan, except for loss or damage resulting from wear and tear, gradual deterioration, inherent vice, natural disasters, war, and nuclear risk.

**Return/ Extension/Cancellation**

Exhibit and all contents must be returned to the Alabama Folklife Association in satisfactory condition by the stated termination date. An extension of the loan period must be approved in writing by the borrower and Alabama Folklife Association. The Alabama Folklife Association reserves the right to cancel this loan for good cause at any time, and will make every effort to give reasonable notice thereof.

**Interpretation**

In the event of any conflict between this agreement and any forms of the borrower, the terms of this agreement shall be controlling. This agreement shall be construed in accordance with the law of the state of Alabama.

**Reproduction and Credit**

Borrower, visitors, and media personnel may take photographs of the exhibit to use for communications including social media and publicity related to the purpose of the loan. Reproduction of the photographs in the exhibit, panels, and audio, video, and photographs displayed on computers is not permitted.

**Content, condition reports, installation, and maintenance:** see additional paperwork.

**I have read and agree to the above conditions and certify that I am authorized to agree thereto.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved by Alabama Folklife Association:**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_