



NAVAL HISTORY AND HERITAGE COMMAND
 CURATOR BRANCH
 805 KIDDER BREESE STREET SE
 WASHINGTON NAVY YARD, DC 20374-5060
 (202) 685-8458 | (202) 433-2220 | curegistrar@navy.mil

OUTGOING LOAN AGREEMENT

Borrower: Baldwin County Commission
Address: 312 Courthouse Square, Suite 12
 Bay Minette, AL 36507

Loan Number: L2017.045

Contact/Title: Anu Gary, Administrative Services Manager
Phone: (251) 580-2564
Email: AGary@baldwincountyal.gov

Period of the Loan: 20 February 2025 thru 20 February 2028
Display Venue: Baldwin County Foley Satellite Courthouse, 201 E. Section Ave, Foley, AL 36535

By this agreement, made on 20 February 2025 between the Naval History and Heritage Command, Curator Branch, hereinafter called "the Lender," and Baldwin County Commission, hereinafter called "the Borrower," located at 312 Courthouse Square, Suite 12, Bay Minette, AL 36507 and, Pursuant to Public law 10 USC 2572, the Lender hereby loans one (1) artifact(s). See Attachment 1 for detailed artifact information.

The failure of the Borrower to observe any of the conditions set forth in this Loan Agreement and Attachments shall be sufficient cause for the Lender to repossess the loaned artifact(s). Repossession of any or all artifact(s) by the Lender shall be made at no cost or expense to the Government. Any costs for repossession will be the responsibility of the Borrower.

Executed on behalf of the Lender this 20th day of February 2025.

Associate Registrar for Loans

 Printed Title of NHHC Representative

BERA.DANIEL.JOS
 EPH.1505215571
 Digitally signed by
 BERA.DANIEL.JOSEPH.1505215
 571
 Date: 2025.02.20 13:55:02 -05'00'

 Signature of NHHC Representative

02/20/2025

 Date

The Borrower, through its authorized representative, hereby agrees to accept delivery of the artifact(s) subject to the terms and conditions in the Loan Agreement and **all attachments**.

Executed on behalf of the Borrower this 20th day of February 2025.

 Printed Name of Borrower

 Signature Borrower

 Date

 Borrower Initials



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NAVAL HISTORY AND HERITAGE COMMAND TERMS AND CONDITIONS FOR OUTGOING LOANS

I. Initial, Annual, and Final Condition Reports

- a) Upon initiation of this agreement—and prior to shipment—Lender will provide Borrower with a written initial condition report for the loaned artifact(s) including a color photograph. After receipt of the artifact(s), Borrower will review and sign the initial condition report and notify Lender in writing of any discrepancies within seven days.
- b) Each year in the month of **FEBRUARY** during the course of the loan, Borrower will provide Lender with a written annual condition report describing the condition and location of the loaned artifact(s) including a current color photograph (preferably in digital format), and an updated point of contact (POC).
- c) Upon completion of this agreement—and prior to shipment—Borrower will provide Lender with a written final condition report for the loaned artifact(s) including a color photograph. After receipt of the artifact(s), Lender will review and sign the final condition report and notify Borrower in writing of any discrepancies within seven days.

II. Extension, Cancellation, and Termination

- a) Any extension of the loan period must be approved by Lender in writing in advance of the loan expiration date. The request must be submitted 90 days prior to loan expiration.
- b) Lender may cancel this agreement at any time by providing 90 days' notice to the Borrower.
- c) Lender may immediately terminate this loan agreement if the loaned artifact(s) are placed in the Borrower's collection storage without prior written consent of Lender.
- d) Third-party loans are not permitted. Lender may immediately terminate this loan agreement if the loaned artifact(s) are found in the custody of another party without prior written consent of Lender.

III. Shipping, Packing, and Transportation

- a) Borrower is responsible for all packing, shipping, transportation, and storage expenses. All shipping, packing, and transportation arranged by Borrower, including movements of loaned artifact(s) between venues, must be approved by Lender at least four weeks in advance of shipping.
- b) Lender retains the right to require that loaned artifact(s) be accompanied by a courier designated by Lender during transport. The requirement of a courier will be established and all conditions agreed upon by Lender and Borrower in writing to be signed by both parties. The Borrower will discuss any unpacking, mounting, dismantling, and repacking of the loaned artifact(s) with the Lender prior to taking action.
- c) Borrower must return the artifact(s) in the same containers and materials as received unless otherwise arranged with Lender. Instructions provided by Lender for unpacking and repacking must be followed.
- d) Any temporary storage between venues is not permitted without specific advance consent by Lender.
- e) Government regulations will be adhered to in international shipments. Unless otherwise agreed to by both parties, the Lender is responsible for adhering to its country's import/export requirements and the Borrower is responsible for adhering to its country's import/export requirements.

Borrower Initials



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IV. Care and Preservation

- a) Loaned Artifact(s) must be treated in accordance with Attachments 2 and 3 at all times to ensure against loss, damage, or deterioration. Borrower also agrees to meet any special requirements for installation noted in Attachment 4.
- b) Loaned Artifact(s) may not undergo technical examination, physical modification, or conservation treatment of any type without written permission from Lender.
- c) No glue, pins, screws, nails, brackets, adhesive tape, wax, paint, or other mounting materials may be used that might leave any marks or evidence on the artifact(s).
- d) Only professional personnel under the supervision of Borrower's organization will be permitted to handle, move, pack, or unpack the loaned artifact(s). During the installation and de-installation, security personnel or other security precautions must be in place in the exhibit area. At no time during installation and de-installation may any loaned artifacts be left overnight unsecured or unattended.
- e) Unless otherwise specified in the attachment, Borrower will maintain constant and adequate protection of loaned artifact(s) from the hazards of fire, theft, exposure to extreme or deteriorating light, extremes of temperature and relative humidity, insects, dirt, handling by unauthorized or inexperienced persons, or touching by the public. Loaned artifact(s) will only be unpacked and/or repacked, temporarily stored, and installed in areas where the temperature/humidity control, and security systems operate on a 24-hour-per-day, seven-days-per-week basis.
- f) Lender will provide handling and installation guidelines as appropriate.

V. Costs and Fees

- a) Borrower is responsible for courier, transportation, customs, freight forwarding, insurance, crating, packing, storage, framing, conservation, and all other loan-related costs including those associated with loan cancellation or termination.
- b) Borrower is responsible for any and all costs associated with repairs made to any loaned artifact if the artifact was damaged or suffered deterioration while on display or otherwise in their care.

VI. Damage, Loss, and Theft

In the event a loaned artifact is damaged, lost, stolen, or changed in condition in any way, whether in transit or while on exhibition, Borrower must immediately notify Lender by phone at (202) 685-8458 or (202) 433-2220 or email (curegistrar@navy.mil), followed by a written report of circumstances, including photographs. All packing and other materials must be saved for Lender review. In the event of emergency, Borrower must take all steps necessary to prevent any additional damage to loaned artifact(s). No repairs or conservation work shall be performed on loaned artifact(s) without Lender's prior written consent.

VII. Insurance

- a) Non-Government entities must insure loaned artifact(s) during the period of this loan for the value stated on the face of this agreement. Loaned artifact(s) must be insured 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; hostile or warlike action, insurrection, rebellion; nuclear reaction, nuclear radiation, or radioactive contamination.

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- b) The Borrower agrees to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees arising out of claims on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the loaned artifact(s).
- c) Borrower represents that the required coverage as described above will be secured and maintained and that the Lender will be named as additional insured. Documented evidence of Borrower's insurance (such as a copy of the policy and/or certificate of insurance) must be provided to and approved by Lender before loaned artifact(s) will be released.
- d) The Borrower shall obtain no property interest in the loaned artifact(s) by reason of this agreement and title shall remain with the Lender at all times.
- e) Either the Registrar or the Associate Registrar for Loans must be notified in writing at the above address by Borrower and their insurer at least 20 days prior to any cancellation or limitation in Borrower's policy.
- f) The Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Loan Agreement.

VIII. Credit and Reproduction

- a) Each artifact shall be labeled and credited in any publication as "provided courtesy of Naval History and Heritage Command."
- b) Photography is allowed for condition reporting and internal record keeping. Permission to publish or otherwise reproduce photographs of loaned artifact(s), including in exhibition catalogs, must be obtained directly from the Lender and the copyright holder when applicable.
- c) Exhibition label credit line must read: "Courtesy of Naval History and Heritage Command, Catalog No."

IX. Conflicts

In the event of any conflict between this agreement and any borrower agreement, the terms of this agreement shall be controlling. The agreement will be construed in accordance with Federal law.

X. Attachments

The following attachments apply to this loan agreement:

- Attachment 1: Detailed Artifact List
- Attachment 2: Display & Environmental Criteria
- Attachment 3: Artifact Care and Handling
- Attachment 4: Special Requirements for Installation
- Attachment 5: Missing and Lost Artifacts Reference List

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OUTGOING LOAN AGREEMENT: Attachment 1: DETAILED ARTIFACT LIST

Borrower: Baldwin County Commission

Loan Number: L2017.045

Catalog No.	Artifact Description & Condition	Photo
NHHC 2002-52-26	<p>Bell, Quarterdeck, USS Peterson (DD 969), Navy, US; cylindrical-shaped metal bell with flared lower rim; obverse side has raised lettering "US"; curved mounting hardware attached to crown of bell; approx. 9" H x 10" diameter</p> <p>Condition: Good</p> <p>Display: Baldwin County Foley Satellite Courthouse, Foley, AL</p>	

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OUTGOING LOAN AGREEMENT: Attachment 2: DISPLAY & ENVIRONMENTAL CRITERIA

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The borrower will adhere to the following criteria:

Artifact Display

- Exhibit cases and mountings should be made of inert materials, especially those in direct contact with the artifact.
- Avoid displays near windows and doors, air conditioning and heating vents, and placement under water pipes.
- Small artifacts must be displayed in locked cases.
- **DO NOT** mount an artifact onto any other material without first obtaining consent from NHHC staff. Glue guns, tape, staples, etc. are not allowed.

Environmental Controls

Light

- Exposure to any light causes damage to artifacts. All light damage is cumulative and irreversible.
- Borrowers can reduce the harmful effects of light by turning off lights as much as possible. Lights should only be on when there are visitors in the exhibit area.

Temperature and Humidity

- The ideal temperature range of artifact exhibit and storage areas is 68-72°.
- The ideal humidity level of artifact exhibit and storage areas is between 45-55%.
- Fluctuations in temperature and humidity cause damage to artifacts. Every effort should be made to avoid temperature and humidity fluctuations.

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OUTGOING LOAN AGREEMENT: Attachment 3: ARTIFACT CARE AND HANDLING

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Basic Artifact Handling

- Artifacts should be treated as if they are extremely fragile, even if they do not appear so. Thus, the ringing of any bell on loan from the NHHC is strictly prohibited.
- Handle artifacts only when necessary.
- Move artifacts with care.
- Wear gloves appropriate for the material when handling artifacts; for example use nitrile glove when handling textiles, not cotton. If you have questions in this regard please contact the Lender.
- **DO NOT** eat, drink, or smoke while handling artifacts.
- **DO NOT** clean, polish, paint, or perform any other alteration to the artifact.
- **DO NOT** mount an artifact onto any other material without first obtaining consent from Lender.
- **DO NOT** glue, tape, staple, tack, etc., loaned artifacts onto any other material.

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