

Tallgrass Prairies – Past, Present, and Future Exhibit Loan Agreement

The following, when completed and signed by an authorized representative, will constitute an agreement between _____ and the Iowa Association of Naturalists (IAN) concerning the loan, shipment and presentation of the *Tallgrass Prairies – Past, Present, and Future* Exhibit. The exhibit is the property of IAN and is on loan to the above named agency/organization.

1.) General Information

Exhibit Units/Components See Attachment C Inventory on your CD for more component details .

2.) Booking

Date to be received _____

Location where exhibit will be displayed _____

Address, City _____

Date to be shipped to next center _____

Dates may be adjusted by agreement between centers with notification to the project coordinator.

Fees

a.) Participation fee: IAN members whose agency or affiliated friends/foundation provided matching funds or other in-kind service of at least \$250 will not be required to pay an additional participation fee. **Participation fee for first time hosts is \$250.** This fee is payable to Iowa Association of Naturalists as follows:

1) \$250.00 to be paid upon execution of this agreement

b.) IAN members whose agency or affiliated friends/foundations that have hosted the exhibit before March 2015 will be required to submit at \$50 refundable deposit.

Shipping Information

Sender of exhibit shall have exhibit crated and ready for pick up by borrower unless prior arrangements have been made.

Borrower shall provide **covered vehicles/trailers** and staff for loading and unloading exhibit.

Insurance

Borrower shall provide proof of insurance coverage for **liability and for property damage** (*replacement value of the exhibit is \$30,000*) by a signed letter of acknowledgement or certificate by their agency's insurance carrier or plan administrator. Insurance (liability and property) must cover the exhibit at any location in which it will be displayed and during the transportation between locations. **Any costs incurred as a result of coverage of the exhibit is at the expense of the Borrower.** This proof of coverage must be submitted to the project coordinator at least **30 days prior** to pick up of the exhibit by the borrower. Please use IAN as the owner of the exhibit.

Handling, Installing, and Monitoring the Exhibit

a.) Borrower shall perform two inventories/inspections using the format provided in the Condition Report Book: the first upon exhibit arrival and the second just prior to repacking. At each inspection the borrower shall examine all exhibition materials, including objects, labels, frames, text panels, and packing crates. Findings from each inspection shall be reported to the Project Coordinator at IAN by phone or e-mail within 48 hours of inspection.

b.) Systematic periodic inspections of individual exhibits must be made while the exhibit is on display and any damages to the exhibit must be reported to IAN project coordinator within 72 hours.

c.) Borrower shall be responsible for careful handling, unpacking, repacking of the exhibits under the paid staff supervision of the borrowing organization's director or his/her designee.

d.) Borrower shall be responsible for providing proper location and facilities to prevent damages; and procedures that will protect the exhibit and storage/shipping containers from damage and theft.

e.) Borrower will provide regular and periodic surveillance to protect exhibit from damage or vandalism during exhibit hours. This could include docent, volunteer, or staff observations.

Borrower agrees to repack exhibit in original containers. Exhibit and all empty containers shall be kept indoors, in areas of reasonable temperature and humidity, with adequate protection against damage by flood, fire, pollutants, insects, vermin, fungi or mold.

Borrower agrees to follow normal exhibitor practices for cleaning and maintenance of exhibit elements and to use only those cleaning products and equipment that are recommended or approved for such use by IAN or exhibit fabricator.

f.) Upon discovery of any damage not previously reported, borrower shall immediately report damage to IAN project coordinator by telephone. A written description of the damage and how it occurred should be sent by mail. It is understood that objects covered by this agreement shall remain in the condition in which they are received. They shall not be repaired or retouched without prior consent from IAN project coordinator. The borrower shall be responsible for the costs of repair, replacement and/or shipping of replacement parts incurred in returning lost, damaged or stolen items to the condition in which they were received. Each item listed on Attachment A has a corresponding value assigned to it which represents the replacement value for such item. Exhibitor accepts said value as being the fair market value of such item, in the event that valuation of an item(s) becomes necessary pursuant to this agreement.

g.) Borrower agrees not to remove or alter any registration numbers, museum labels, specimen tags, etc. from objects, or sponsorship information without prior consent from IAN project coordinator. Borrower will be allowed to add local information to the exhibit in the designated spaces using the provided/recommended methods of inclusion (Velcro attachments, Command Strips, "pocket spaces"). Exhibitor may also display related items from their agency's collections or materials that compliment the message of the exhibit. IAN reserves the right to exclude materials deemed inappropriate to the theme or spirit of the exhibit.

h.) Borrower shall assume all costs and risks of crating, shipping, transportation from and to other facilities. Borrower will provide prior notice of changes to exhibit location and provide proof of insurance coverage at other sites before each transportation. IAN will not accept any responsibility for any errors or deficiencies in information furnished by the borrower's insurers or for lapses in their coverage.

i.) Borrower agrees to waive all claims and recourses against IAN and project coordinators for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this agreement. Borrower agrees to defend, indemnify and save harmless IAN and project coordinators from all liability, loss, cost or obligation on account of or arising out of any injury to any person or persons or property of any kind, from any cause or causes whatsoever in any way connected with Borrower's use of said property, including acceptance and re-delivery thereof.

Exhibit Survey **REAP grant survey is no longer required, but we do require hosts report visitor counts. If you have any good "stories" or pictures from while you have the exhibit, please share**

those with us!

Publicity and Credit

a.) For all promotional releases, the following credit lines must be used:” *Tallgrass Prairies – Past, Present and Future* was developed by Iowa Association of Naturalists. The exhibit was made possible with funding from REAP-CEP (Resource Enhancement and Protection – Conservation Education Program), Pheasants Forever Inc. & Iowa Pheasants Forever Native Seed Program, Iowa Trust for Local Conservation, Living Roadway Trust Fund, Tallgrass Prairie Center – UNI, and Truax Company. *Please also note, when possible*, the following IAN member agencies and foundations: City of Davenport, Parks and Recreation, Emmet County Conservation Board, Friends of Calkins Nature Area, Friends of Fontana, Friends of Iowa County Conservation, Friends of Jackson County Conservation, Friends of Warren County Conservation Board, Friends of Wickiup/Linn County Conservation, Iowa Association of Naturalists (IAN), Little Sioux Valley Conservation Association, Pocahontas County Conservation Foundation, Washington County Conservation Board, Woodbury County Conservation Board, Woodbury County Conservation Foundation. These entities provided the matching funds and letters of support that greatly enhanced our REAP CEP grant application.

b.) *Tallgrass Prairies – Past, Present and Future*, artwork, text, and photographs were produced by the exhibit team or used with permission of the originators of the work, or those who hold the rights to said work and may only be used in conjunction with the *Prairies* exhibit and promotion. All other uses are prohibited unless prior approval is requested and received in writing.

Cancellation

Borrower will notify IAN Project Coordinator in writing of any need to cancel a signed contract. IAN reserves the right to cancel at any time if Borrower fails to meet the terms of this agreement.

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Signatures of Contracting Parties

Iowa Association of Naturalists

Print name Jennifer Meyer Position Exhibit Coordinator
Signature _____ Date _____

Exhibit Borrower

Organization _____
Print name _____ Position _____
Signature _____ Date _____
Address _____ City, _____
State, Zip _____ email _____
Phone _____ FAX _____

Return the original copy of this agreement with all items completed, signed in blue ink, along with the proof of insurance coverage to the project coordinator whose name is circled below. Keep a copy for yourself. **Send the rental check to** IAN Treasurer – Chuck Jacobsen PO Box 68 Grand Mound, IA 52751

This offer is null and void unless executed and returned by Date: _____

Mail to:

Attn: *Prairies* Exhibit
Jennifer Meyer
18670 63rd St
Maquoketa, IA 52060

Phone 563-652-3783
FAX 563-652-2191
e-mail Jen@jacksonccb.com



Resource Enhancement and Protection
Program (REAP): *Invest in Iowa, our
outdoors, our heritage, our people.*