

Whitehead Memorial Museum Artifact Donation and Loan Policy

The museum selectively collects and preserves photographs, papers, books, audiovisual and digital material, and three-dimensional objects that are historically significant and unique to Val Verde County and the city of Del Rio. In addition, the museum considers whether:

- an item is in good condition with few modern alterations
- an item is identical or similar to things already in the museum's collections
- the museum is able to properly store and care for the material
- an item's history and ownership are well documented

Because of limited resources, the museum rarely buys unsolicited material for its collections.

Artifact Donations

All donors must sign a Deed of Gift form provided by the Whitehead Memorial Museum.

All donations to the Museum will be outright, unconditional, and irrevocable gifts to the Whitehead Memorial Museum (hereafter referred to as the Museum), and will become the complete and total property of the Museum at the time of the Donor's signature on the Deed of Gift.

If the Deed of Gift has not been signed by the Donor after 90 days of notification of its acceptance for the Museum's collections, the artifacts listed on the Deed will become the property of the Museum, according to the terms stated on this document and on the Temporary Artifact Receipt (previously signed by the Donor), without any liability accruing to the Museum or its agents or employees.

Because interests and objectives change and subsequent acquisitions may be in better condition or more useful for the Museum's purposes, no guarantee can be made that the artifacts on the face of this agreement will always remain under ownership of the Museum or in the collection designated herein. If removed from the Museum's collections at any point, these artifacts will not be returned to the original Donor, but will be handled according to this Artifact Donation Policy. The Museum is not required to notify the original Donor of an artifact's removal from the collections. The Museum may deaccession the object(s) or dispose of it in an appropriate manner, which may include sale, donation to another museum, library, or archive for educational purposes; exchange with another museum or non-profit institutions; use in educational and research programs at the museum; or physical destruction.

The goal of preserving our collections, limited gallery space, and the policy of changing exhibitions do not allow the Museum to permanently exhibit any artifact.

There are two types of collections currently maintained by the Whitehead Memorial Museum:

A. **Permanent Collection.** 3D artifacts and original documents, photographs, and library materials are accepted for the permanent collection with long-term preservation as the primary focus. These contribute strongly to the Museum's mission, and have strong documentation. They may be used for exhibition, research, and the further documentation of other parts of the collection. Artifacts with this designation are stored in a climate-controlled environment and in areas where light levels are regulated, and handling is restricted.

B. **Use/Education/Reference Collection.** 3D artifacts, documents, photographs, and library materials may also be accepted for educational use. These artifacts may be used as general reference material for the public, serve to illustrate talks and demonstrations, or provide visitors and program participants with "hands on" knowledge (meaning the artifact may be touched). Such artifacts might be used in exhibition situations where the environment and/or security of artifacts might threaten their long term preservation. Environmental conditions, light levels, and handling are not restricted.

Artifact Loans

As a general rule, loans are not accepted because of the expense involved in housing, handling, maintaining, and exhibiting them. Exceptions to this general policy may be made for the following reasons:

1. It seems likely that the loan will eventually become the property of the museum.
2. The object offered is very rare.
3. The object offered is needed to complete or to enhance an exhibit.
4. A collection of related objects which is an exhibit in itself is offered for a temporary exhibit for a definite period of time.

An offered loan which meets one or more of the above criteria may be accepted by the museum director.

Extension, Return, Cancellation, Abandoned Property

The object(s) in custody may remain in the possession of the Museum for the time specified in the contract, but may be returned to the Lender at any time earlier by the Museum. If an extension is requested for long-term research, examination, or exhibition, the Museum will make a formal, written request to the Lender.

Unless otherwise noted in writing, the Museum will return the items only to the Lender and only at the address specified in the agreement. The Museum assumes no responsibility to search for a Lender who cannot be reached at the address specified in this agreement. The Lender will/may be required to pay additional costs, if any, if the Lender requests the return of the work to another address.

The loan is made with the understanding that the object(s) will be in the Museum's possession during the entire period requested. Any intention by the Lender to recall or cancel the loan must be for good cause, communicated to the Museum with at least two (2) weeks' notice, and will result in the Lender's responsibility to transport the object. The Museum will attain written approval from the Lender if it desires an extension for the loan period.

If, after 90 days beyond termination of the loan date noted on the contract, pursuing all possible means of contact, and in accordance with any legal requirements, the Lender cannot be found or the Lender refuses to accept the return of the items on loan, it shall be deemed abandoned property, and become the property of the Museum. The Museum may accession the object(s) or dispose of it in an appropriate manner, which may include sale; donation to another museum, library, or archive for educational purposes; exchange with another museum or non-profit institution; use in educational and research programs at the Museum; or physical destruction. As it becomes expedient to do so, the museum staff will make efforts to change the status of loans already accepted to those of gifts.

Interpretation

Any object(s) to be placed on exhibit is open to interpretation by the Museum. The Lender loans the object(s) with the understanding that he/she cannot restrict, command, or otherwise determine the manner in which the Museum will interpret the object, its use, and its placement in the exhibit.

Care and Preservation

The Museum will exercise the same care with respect to the object(s) on deposit as it does with comparable property of its own. The Museum will not alter, clean or repair objects on deposit. The Lender certifies that the objects lent are in condition to withstand ordinary strains of packing, transportation and handling. The Museum will notify the Lender immediately, followed by a full written and photographic report, if damage or loss is discovered. The museum has no insurance on any holding and cannot reimburse the owner for loss or damage.