

AMERICAN PRECISION MUSEUM, INC.
Windsor, Vermont

COLLECTIONS MANAGEMENT POLICY

Adopted by the Board of Trustees on April 22, 1994

Revised by the Board of Trustees on April 21, 1995

Revised by the Board of Trustees, January 29, 2005

Revised by the Board of Trustees, October 30, 2005

Revised by the Board of Trustees, January 24, 2009

Revised by the Board of Trustees, July 15, 2010

INTRODUCTION

The purpose of this document is to provide written policies covering all aspects of the acquisition, care, use and disposition of objects for which the American Precision Museum (APM) is permanently or temporarily guardian, and to set forth guidelines for the creation, maintenance, care and use of the records for such objects.

It establishes the policies for accessions to the collection, for incoming and outgoing loans of objects and for maintaining inventory control. It specifies the circumstances and methods of deaccessioning objects from the collection and states the Museum's policy concerning access to collections, objects and records. It recognizes the dual roles of accessibility and accountability.

I. STATEMENT OF PURPOSE

The APM is a non-profit, educational institution founded in 1966 to promote the understanding of how individual vision combined with creatively-designed tools and machines coupled with energy and skilled personnel are indispensable to developing the safe and efficient conversion of raw materials into finished goods for the benefit of world society.

In pursuit of this mission the APM collects examples of tools, machines and their products and cares for a Permanent Collection of objects, manuscripts, research material, and associated archives that are accessible through exhibitions, publications, and direct examination. The museum also collects artifacts for use in education programs, a Programmatic Collection.

The APM encourages intellectual inquiry into and interpretation of design and production issues by a diverse audience ranging from specialized scholars to members of the general public. It is the intent of the APM to make the study and appreciation of tools and technology accessible to people of all ages as well as to people with a variety of special needs such as the visually, hearing, and mobility impaired.

The collections are made up of the broad categories of tools, machines, and examples of their products as well as archival and reference material. The interrelated nature of all of the collections is a primary concern.

II. STATEMENT OF AUTHORITY

Overall responsibility for the management of the collections rests with the Executive Director of the APM. This responsibility is delegated by the Executive Director to appropriate staff or volunteers and is implemented by the policies and procedures set forth in this document as approved by the Board of Trustees. It is understood that the Director will seek advice and assistance from the Board of Trustees as well as outside sources.

III. COLLECTING PLAN

The collections at the APM are the foundation for the Museum's programs and a vehicle through which the Museum carries out its mission to educate the public. The areas of concentration are tools, machines, and examples of their products as well as archival records, technical drawings and related reference material. The collections are expanded and enriched by selectively building on existing strengths, by filling gaps in collections, and, in special instances, by introducing and pursuing new areas of collecting. In deciding whether or not to accept collection materials the Museum must consider such factors as whether it has the storage space as well as the resources necessary for acquisition, cataloguing, preservation, conservation, and accessibility.

The primary rationale for collecting is to develop a body of artifacts, visual representations and intellectual material that documents and interprets the history and process of the development of precision manufacturing technology. Initial concepts and ideas (drawings, sketches, models and prototypes) are represented in the collections as are the application of materials and techniques, and examples of context or function including solutions to design problems. The primary focus is on precision, as told through the birth and evolution of the machine tool industry and the development of the "American System" of manufacturing.

The Museum seeks to improve the collections through purchase, gift, bequest and, under limited circumstances, exchange. Before being accepted an object must meet the criteria outlined above, have a definite purpose within the museum and be in a physical condition appropriate to its intended use.

Materials are acquired for the collections with the understanding that they will be kept for the foreseeable future. Nevertheless, the museum reserves the right to remove objects according to its policy. Except under extraordinary circumstances, the Museum will not acquire material with restrictions or without also receiving complete title.

The museum is committed to maintaining complete and accurate records for every item in the collections, to the continual improvement and updating of those records and to improving accessibility through new information technologies.

IV. DESCRIPTION OF COLLECTIONS

IV. a. Buildings and Sites

1. The largest collection object is the 1846 Robbins and Lawrence Armory. It is a designated National Historic Landmark and an International Mechanical Engineering Heritage Site.

2. The Grist Mill Site
3. The “Annex” Site

IV. b. Distinction Between Permanent and Programmatic Collections

Each item in the collections falls into only one of two groups, Permanent Collections or Programmatic Collections. **Permanent Collections** are subject to the highest standards of recordkeeping and care to ensure their permanence. They are to be accessioned. Permanent Collections are comprised of Artifacts, Archives, and rare or unique Library collections. An object in the Permanent Collection may be operated on a limited basis only with the approval of the Executive Committee and the Collections Committee, for example, to produce a video. **Programmatic Collections** are for use in programmatic activities, such as classes, education programs, outreach, and for hands-on-exhibits and demonstrations. These collections are different from Permanent Collections, in that they are used in a more destructive manner than accessioned collections can be. It is understood that programmatic object will not last as long as accessioned collections. Programmatic Collections are comprised of Artifacts and copies made from material from Archives or rare items from the Library collections.

Definitions

Acquisition: For purposes of this policy, “acquisition” means the obtaining by the museum of the legal title and physical possession of an object. Acquisition by itself does not entail any commitment by the museum regarding use or preservation. An acquired object could become part of the Permanent Collection, the Programmatic Collection, or general use, such as office equipment.

Accession: For purposes of this policy, “accession” means a decision by the Museum, pursuant to the procedures in this policy, to add an acquired object to the Permanent Collection. “Accession” also refers to the act of recording/processing an addition to the Permanent Collection (Nauert 1979); or one or more objects acquired at one time from one source constituting a single transaction between the museum and a source, or the transaction itself (Burcaw 1977).¹

Deaccession: (1) an object that has been removed permanently from the museum collection; (2) formal removal of accessioned objects from the museum’s Permanent Collection. Objects removed from the unaccessioned (programmatic) collections of the museum are not considered deaccessions, but need to go through a formal removal process.²

IV. c. Artifact Collections

An artifact is either part of the Permanent Collection or the Programmatic Collection and cannot be part of both.

The Artifact Collections (as distinguished from Archaeological, Archival, and Library Collections) consist of hand and machine tools and related products, prototypes, measuring devices, and power generation equipment. The Museum also collects paintings, models, and other materials that are related to or depict aspects of the machine tool and precision manufacturing industries.

¹ *The New Museum Registration Methods*, 1998, American Association of Museums, edited by Rebecca A. Buck and Jean Allman Gilmore, p. 359 and p. 362.

² Ibid

IV. d. Archival Collections³

Archival Collections are part of the Permanent Collection. Archival collections fall into two groups, the museum's own records and additional materials.

The Records of the American Precision Museum document the history of the institution, and have continuing and permanent administrative, legal, fiscal, informational and historical value.

The Archival Collections also encompass records created by and acquired from others by gift or purchase and they include but are not limited to personal papers, corporate records, photographic materials, and drawings. These records are held by APM for the purpose of supporting the three-dimensional collections.

APM seeks to manage its Archival collections in accordance with professional standards such as those established by New England Archivists and the Society of American Archivists.

IV. e. Research Library Collections

Research Library Collections are closely related to the Artifact Collections and the Archival Collections in their focus on the history and material culture of the machine tool and precision manufacturing industries. The collection includes books, published primary material and supportive secondary sources, periodicals, patent records, trade literature, technical manuals and related reference material.

APM seeks to manage its Research Library Collections according to library standards. Rare or unique items are considered part of the Archives Collection, and therefore the Permanent Collection for management purposes.

IV. f. Archeological Collections

Archaeological collections are considered part of the Permanent Collection.

The Archeological collections consist of objects and fragments recovered in the course of organized archeological excavations at our sites together with their documentation. Artifacts will be added to the Archeological Collection only through organized field work. The significance of such collections lies in their field documentation; detailed field notes, stratigraphic records, registry system. Photographs and maps are considered integral parts of the Archeological Collections.

³ *New England Archivists*, http://www.newenglandarchivists.org/resources/about_archives/index.html

What is the difference between an Archives and a Library?

Libraries contain books and other printed materials whereas Archives contain records. Books are generally considered "secondary sources" which means that the information the books contain was derived from a variety of sources and interpreted by the authors. Archival records, on the other hand, most often consist of "primary sources." Unlike books, which are written after the events they describe, archival records are created during the course of an event as part of a person's or organization's regular activity. For example, a student studying the Civil War might wish to read the letters written by a soldier during the war. These letters would be considered "primary sources" whereas the textbook written about the Civil War would be a "secondary source."

Libraries are also generally considered collecting bodies, which means that they do not derive their materials from a particular institution but rather from anyone and anywhere. Archives, on the other hand, tend to be receiving institutions. Archives are generally established to preserve the archival materials produced by the organizations or institutions they serve.

V. COLLECTIONS MANAGEMENT ACTIVITY

V. a. Documentation

Documentation of collections and good record keeping are essential to the mission of the museum. The Collections Manager has responsibility for maintenance of digital and paper records. The museum will maintain up-to-date and accurate digital and paper records that document the status, history and use of objects owned by or in the custody of the APM. These records constitute the intellectual record of the museum and are to be safeguarded from hazards such as fire, water, loss, degradation and vandalism. All paper and file folders should be made of acid-free materials, and digitized records thereof should be duplicated. Legal documents pertaining to the Collections are to be kept in fireproof file cabinets. Digitized records are to be backed up regularly and copies kept offsite. In addition to a file for each accession, the Collections Manager will maintain separate files for incoming loans, outgoing loans, exhibits, and, where applicable, deaccessions and accessions. These files will be cross-referenced whenever possible with both digital and paper object files.

The Museum maintains an Accession Log listing each item in the order of acquisition. Each item in the Artifact collection (both Permanent and Programmatic) and Research Library Collections (rare or unique) is assigned a unique identification number which is applied in an appropriate and reversible manner. An accession record is also to be maintained as part of managing the Archival Collections.

The old Microsoft Works database is to be printed out and stored in the Collections Manager's office. A digital copy of it will also be stored in the form of Microsoft Access for as long as the program can be maintained and accessed.

Files are maintained that contain:

- a. Legal documents relating to acquisition (Deed of Gift, Bill of Sale)
- b. Correspondence related to acquisition
- c. Catalogue description
- d. Object history and provenance
- e. Research
- f. Photographs
- g. Credit Line
- h. Location
- i. Log of activity including loans, conservation, exhibition, etc.
- j. Restrictions on use

V. b. Access to Collections and Collections Records

Collections Access:

All visitors should be accompanied at all times by a staff member when going into collections storage. For further detail see the access protocol document.

Paper Files:

The Director, Collections Manager and Collections Technician will have access to all paper files for the collection. These files are located in the main meeting space of the museum and in the Collections Manager's office. This is where original paperwork relating to acquiring collections is kept.

Digital files:

Objects fields

(All sections of Objects, Loans, Exhibits, etc...): The Director will have complete access to all files. The Collections Manager will have access to the catalog files, including objects,

photographs, archives and library. The Collections Technician, Development and Membership will have access to catalog files, including objects, photographs, archives and library, but he/she will not have editing capabilities.

Development Fields

The Director and Development staff has full access and editing capabilities for all fields within the Contacts section of Past Perfect. Development staff has primary responsibility for the entry, accuracy, and upkeep of information in Contacts. The Collections Manager shall have access to edit and enter new contacts and basic contact information for them (i.e. addresses, phone numbers, and email, etc...). He or she shall also have editing access to the volunteer tab as there are volunteers who help with collections related activities. Also, the Accessions, Loans, and Biography sections will be viewable and where applicable, editable. The Pledges, Donations, Membership, Planned Giving, and Giving Summary tabs will only be visible and editable by Development staff and the Executive Director.

V. c. Acquisition of Objects

Acquisitions are made through gift, bequest, purchase or exchange and require the approval of the Executive Director. Purchases over \$1,000.00 will be recommended by the Executive Director and the Collections Committee for approval by the Board of Trustees.

Gifts to the APM are tax deductible to the extent allowable by law. It is the donor's responsibility to obtain an independent appraisal of donated property. Due to Internal Revenue Service regulations the museum is prohibited from providing an appraisal to the donor.

Acquisition of title does not mean an object is automatically accessioned into the Permanent Collection. Accessioning an object into the Permanent Collection implies a sense of permanence and a commitment to holding the object in the public trust. An acquired object is accessioned only if there is a good faith intention to retain it in the collection for the foreseeable future. An object may, on occasion, be deaccessioned, but it may not be accessioned into the Permanent Collection for the sole purpose of selling it or exchanging it for another object in the future.

1. The following criteria are used to evaluate an object for the collections:
 - a. Appropriateness to the museum's mission and to the scope of the collection.
 - b. The potential for exhibition, study, and use in programs.
 - c. The condition of the object.
 - d. The capability of the APM to care for the object.
 - e. The capability of the APM to store the object.
 - f. Any costs, direct or indirect, short term or long term, associated with the acquisition.
 - g. The acceptability of the provenance.
 - h. The ability to resolve copyright, trademark, or other restrictions on the use or ownership of the objects.

2. Acquisitions of objects by Gift or Bequest
 - a. The museum must take physical custody of the object.
 - b. A Deed of Gift should be executed by the donor or the donor's agent. Complete title must be transferred to the museum without restrictions. In extremely unusual circumstances the Board of Trustees, upon the recommendation of the Director, may accept with restrictions.
 - c. The Director will send a receipt and a letter of thanks to the donor.
 - d. When Gifts or Bequests of groups of items are offered and only a portion are

intended to be accessioned into the Permanent Collection, the Director and the Collections Committee of the Board of Trustees will consider the planned disposition of objects not intended for the Accessioned Collection. Donors or estates should be informed of such planned disposition.

3. Acquisition of objects by Purchase
 - a. The museum must take physical custody of the object.
 - b. The vendor's invoice and any other documents of title will serve as title and should be kept in the source file.

V.d. Management of Permanent & Programmatic Collections

Programmatic Collections are to be managed separately from Permanent Collections under the following guidelines:

1. Permanent Collections and Programmatic Collections should have separate storage areas to avoid the risk of using accessioned collections for programmatic functions.
2. The museum should maintain a list of objects needed/used for programmatic purposes.
3. Objects from the Permanent Collection that are desired to be used for programmatic purposes should be deaccessioned into the Programmatic Collection when another example can be found within the collections and upon approval of the Executive Director.
4. At the time that an object is deaccessioned to the Programmatic Collections, all files relating to the object will be transferred as well. A copy of the records will remain in the Permanent Collections file, in the same manner as for all other deaccession records.
5. Permanent Collections cannot be altered other than for conservations purposes. Programmatic Collections can be altered for preservation and use purposes upon approval of the Executive Director.

V. e. Removal of Objects from the Permanent Collections

Objects must be removed from the Permanent Collections by deaccession and they may then be disposed of according to established procedures described below. Any funds realized from the sale of a collection object shall be used for the purchase of additions to the collections or for direct object care and conservation.

To avoid any actual or apparent conflict of interest, under no circumstances will a trustee, officer, staff member or volunteer knowingly acquire for personal use an object from the collections of the APM, except a public sale of published works, under Section V.e.f. below

Because of the implied public trust inherent in accessioning an object to the Permanent Collection it is important to avoid any appearance of conflict of interest or inside dealing when disposing of an object deaccessioned from the collection. Any criteria, procedures or method of disposal other than those outlined below must be shown to be both necessary and completely above reproach. Furthermore, the action must be approved by the Executive Director and a full written explanation of the transaction and the rationale entered into the minutes of the Board of Trustees.

Missing or stolen objects are not considered to be deaccessioned.

1. The following criteria are used to evaluate an object for deaccession and disposal:
 - a. Deterioration beyond use
 - b. Duplication beyond the number necessary for the collection.
 - c. Diminished or lack of relevance to the APM collection.
 - d. Inability of the APM to care for the object properly.
 - e. The title is defective or its continued possession is otherwise inappropriate.
 - f. The object is found to be a fake.

2. In order to deaccession an object the Director:
 - a. Determines whether the APM holds legal title.
 - b. Determines whether there is a legal or moral restriction against disposal.
 - e. Provides a written recommendation with appropriate documentation to the Collections Committee which presents the proposed deaccession to the Board of Trustees for approval.

3. The APM will maintain permanent and complete records including: reasons for deaccession, photographs, method of disposal, recipient, and sale price.

V. f. Removal of Objects from the Programmatic Collections

Objects removed from the Programmatic Collections are not considered deaccessions. Staff undertake a formal removal process and maintains documentation.⁴

V. g. Disposal

Acceptable methods of disposal for objects deaccessioned from the Permanent Collections and for objects removed from the Programmatic Collections are:

- a. For Permanent Collections, place in the Education Collection
- b. Exchange or donation to another public museum or educational institution
- c. Selling at public auction
- d. Private sale through sealed bid
- e. Documented destruction
- f. For published works removed from the Research Library Collections, any means customarily used by libraries, including but not limited to public sale at fixed prices.
- g. In rare cases, return to donor, for example, if stated as a provision in the deed of gift

V. h. Availability

The APM supports and encourages scholarly research and will endeavor to give availability to objects in the collection and to supporting records in every way consistent with their security and safety. The APM will not provide information about the value of an object, its location, or personal information about a donor or lender. Objects not on public exhibition may be studied by applying to the Director.

V. i. Care and Maintenance

Responsibility for the physical care of the collections lies with the Collections Manager when this position is staffed, and ultimately, with the Executive Director, who also insures that conservation and maintenance schedules reflect public availability, research and exhibition needs, funding and staff resources. The Collections Manager monitors and supervises all movement of objects within the museum and on and off the premises. The Executive Director, in consultation with

⁴ Ibid

conservators, decides when treatment is required.

Constant attention is given to the improvement and efficient use of storage facilities, equipment, and materials, to keeping the collections clean and to maintaining a safe environment. Regular surveys by conservators will result in long- and short-range plans for treatment of objects and improvement of storage.

V. j. Risk Management

Risks to the collections are constantly evaluated and assessed by staff. Risks are eliminated or reduced through proper use of objects, training, use of appropriate materials and equipment, and improvement of facilities.

Collection objects are insured only when they are off of the museum premises. Incoming loans are insured as agreed as part of the Loan Agreement. Objects left in the custody of the museum are not insured.

V. k. Security

The overall responsibility for security lies with the Executive Director, but all staff must be constantly vigilant to the security of objects in storage, on exhibition, or in transit.

V. l. Inventory controls

Location records are kept and physical inventories conducted to ensure the APM's accountability for its collections. An inventory was conducted in 1990-1991. An inventory of the Artifact collections was completed in 2008. An inventory of the Archives and some Library Research collections was completed in 2006. Inventories should be repeated on a 5 year cyclical basis, with spot inventories to be conducted annually by the museum staff.

V. m. Temporary Custody

Upon receiving any object at the museum, the Temporary Custody form must be filled out with one copy given to the owner and one kept at the museum. If the object is under consideration for donation, the form should be kept until the Deed of Gift paperwork is completed. Potential accessions should be processed within 10 days. The owner, by his/her signature on the form, agrees that the object will not be insured against damage while in APM custody. The owner also agrees that items not picked up within 30 days of mailing of a notice by APM to the owner will constitute an unsolicited gift and thus become the property of APM.

If unsolicited items are sent to the museum or left on the premises without donor identification every effort will be made to locate the owner. If the owner cannot be located the APM will seek legal advice about the disposition of the object.

V. n. Objects Found in Museum

If objects are found in the custody of the museum for which there is no documentation and no identification of owner, every effort will be made to locate the owner. The Executive Director, when appropriate, may use the 27 V.S.A. Chapter 12, An Act Relating to Property Loaned to Museums. (See Appendix)

V. o. Lending and Borrowing

Outgoing Loans

The APM may lend collection objects to museums and other suitable institutions for appropriate purposes such as a special exhibition within the limits of collections care and conservation, and the APM's exhibition plans. Normally, objects will be lent only for non-profit educational and

scholarly purposes usually involving research or a public exhibition.

A loan request should be submitted in writing, and an up-to-date facilities report must be on file with the museum. The Facilities Report should describe the borrowing institution's facilities, staff, security, and environmental controls.

The Executive Director is responsible for reviewing loan requests. The maximum time frame for a loan agreement is two years, at which time it may be renewed by both parties.

Incoming Loans

The American Precision Museum borrows objects to supplement its collections for exhibition or research purposes. The Director initiates loan requests and ensures that proper documentation is maintained.

VI. MONITORING AND REVISING THE COLLECTIONS MANAGEMENT POLICY

The Executive Director is responsible for monitoring the Collection Management Policy and for recommending revisions to the Collections Committee. The Collections Committee will review the policy at least every three years. Amendments are to be approved by the Board of Trustees.

VII. APPENDICES

The following forms (VII.1. through VII. 5) needed to implement the Collections Management Policy are considered to be a part of it. Changes to these forms may be made by the Executive Committee subject to recommendation by the Collections Committee.

- | | |
|----------------|---|
| VII. 1. | Deed of Gift |
| VII. 2. | Incoming Loan Agreement |
| VII. 3. | Outgoing Loan Agreement, including Conditions Governing Outgoing Loans |
| VII. 4. | Temporary Custody Form |
| VII. 5 | Shipping Receipt |
| VII. 6. | 27 V.S.A. Chapter 12, An Act Relating to Property Loaned to Museums, adopted May 2008. |

American Precision Museum, Inc.

196 Main Street, PO Box 679

Windsor VT 05089-0679

tel 802.674.5781 fax 802.674.2524

info@americanprecision.org www.americanprecision.org

DEED OF GIFT

I/We (the “Donor”) have delivered, and hereby unconditionally and irrevocably give, the object(s) described below or on the attached pages, together with all copyright, trademark and associated rights of Donor therein, to the American Precision Museum, Inc (the “Museum”). I/We affirm that I/we own said object(s) and that to the best of my/our knowledge, I/we have good and complete right, title, and interests (including all transferred copyright, trademark and related interests) to give.

The Museum will consider the articles as unrestricted gifts which may be used in any manner that is deemed to be in the best interest of the Museum in accordance with its Collections Policy. The donor understands that the Museum will carefully and continually assess its collection. Items deemed surplus to the Museum’s collection may be removed from the collection and disposed of in accordance with the Museum’s Collections Policy. The donor may request a copy of the Collections Policy or can find it on our website. This document also includes a copy of the statute 27 V.S.A. Chapter 12, An Act Relating to Property Loaned to Museums, appended.

Accession Number	Object	Description
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(Attach extra sheets as needed)

Donor name: _____

Address: _____
(street) (city) (st) (zip)

Telephone: _____ Email: _____

(signature of Donor(s)) (date)

I/We wish the credit line to be listed as follows:

Accepted by the American Precision Museum by:

(signature)

(name and title of museum representative) (date)

American Precision Museum, Inc.
196 Main Street, PO Box 679
Windsor VT 05089-0679
tel 802.674.5781 fax 802.674.2524
info@americanprecision.org www.americanprecision.org

INCOMING LOAN AGREEMENT

Date:

The objects described below have been loaned to the American Precision Museum by:

Name
Address

Telephone and email

For the purpose of:

From:

(date coming to American Precision Museum)

Until:

(return date) (MUST BE less than 2 years)

Under these conditions:

1. It is mutually understood that American Precision Museum carries only limited insurance on loans, and is not obligated to obtain insurance on this loan other than in the amount shown below.
2. I/We have read and agree to all the conditions above and on the reverse side of this agreement.
3. I/We certify that I/We have full authority to enter into this agreement.

Signed by:

(Lending institution representative signature)

(Date)

(printed name and title of lending institution representative)

(American Precision Museum representative)

(Date)

Artifacts loaned: (please attach an additional sheet)

Value to be insured by American Precision Museum: _____

Loaned items were returned:

(American Precision Museum representative)

(Date)

(Lending institution representative signature)

(Date)

(printed name and title of lending institution representative)

CONDITIONS:

1. The American Precision Museum (“APM”) will give the item(s) lent the same care as it does to items of its own. It is understood by the Lender and the APM that all items are subject to deterioration for which neither party is responsible.
2. No repairs, alterations, including unmatting or rematting of items, or conservation treatment of loaned items shall be undertaken by APM without written authorization of the Lender.
3. It is the responsibility of the Lender to notify the APM in writing if there is a change in the name or address of the Lender.
4. A loan terminates on the date specified on the face of this agreement. No loan shall be accepted for a period longer than two years; however a loan may be renewable if both the Lender and the American Precision Museum agree on terms. The item lent will be returned only to the Lender of record. In case of uncertainty, a claimant will be required to establish legal authority by proof satisfactory to the APM.
5. When the loan is returned, the Lender will be required to sign the receipt section of this loan form.
6. If the APM’s reasonable effort to return the item lent within a reasonable period following the termination of the loan are unsuccessful, the Lender/owner may be deemed to have made the object lent an unrestricted gift to the American Precision Museum, according to 27 V.S.A., An Act Relating to Property Loaned to Museums. Section 1153 (e) states “*Prior to acceptance of a loan of property, a museum shall provide to the owner of the property written notice of the provisions of this chapter.*” A copy of the statute is attached to this loan agreement.
7. The APM will provide a copy of its Collections Policy to the Lender upon request of the Lender.

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OUTGOING LOAN AGREEMENT

Date: _____

The objects described below have been loaned from the American Precision Museum

to: _____
(Borrower)

(Address)

(telephone and email address)

for the purpose of:

from: _____ to: _____
(date leaving American Precision Museum) (return date)

Under the conditions described on the verso.

To be insured for the value shown in the Description of Objects in transit and while on exhibition (“wall to wall”) by

Loan Agreement signed by:

(American Precision Museum representative) (Date)

(Borrowing institution representative signature) (Date)

(printed name and title of borrowing institution representative)

These items were returned to the American Precision Museum:

(American Precision Museum representative) (Date)

(Borrowing institution representative signature) (Date)

Loan Agreement Description of Objects:

APM Identification #	Description of Object	Insurance Value
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Conditions Governing Outgoing Loans

CARE & HANDLING

1. Each object shall be preserved by the Borrower in the condition in which it is received.
2. No object shall be unframed, removed from mats, mounts or bases, cleaned, repaired, retouched or altered in any way whatsoever without the express permission of the American Precision Museum ("APM").
3. APM numbers or tags must not be removed. Borrower's loan numbers should be carefully placed so as to not damage the object in any way.
4. Each object shall at all times be given special care to insure it against loss, damage or deterioration, and when necessary a suitable case shall be provided by the Borrower for exhibition and protection. The Borrower shall provide suitable protection against theft, fire and damage from any cause whatever at all times. Should loss, damage or deterioration be noted, whether in transit or on the Borrower's premises, and regardless of whom may be responsible therefore, the APM shall be informed immediately and in detail. Should damage occur in transit, all packing material should be saved.
5. Unless special permission is granted in writing by APM for outdoor exhibition, objects shall be protected at all times from direct sunlight, rain, excessive humidity and excessively dry conditions. In addition, all watercolors, drawings, blueprints, prints, fabrics and photographs shall be properly protected from the damage of fading by exposure to direct or reflected sunlight and strong artificial light, or proximity to heat sources.
6. No foreign materials (i.e. nails, pins, etc.) are to be used to fasten an object for exhibition purposes. When in doubt, consult APM Executive Director.
7. APM will decide on the method of packing and shipping to and from the Borrower. Objects should be returned by the Borrower carefully packed in the same manner as received and by a competent carrier of the APM's choice.

COSTS

8. All handling, packing, transportation and insurance costs incurred during the loan are to be paid by the Borrower.

INSURANCE

9. Each object shall be insured at the Borrower's expense for the benefit of APM against all risks of physical loss or damage from any external cause while in transit or on location during the loan period. Required insurance shall be arranged by either the Borrower or APM and agreed to by APM before any objects covered by this agreement are removed from APM. If insured by the Borrower, the objects shall be covered "wall to wall" by the amount set forth under "insurance value" in the object description. If specifically requested, the Borrower shall supply APM, before shipment, with a certificate of insurance in conformance with the foregoing terms.

LOAN PERIOD

10. If an extension of the time period is desired, application must be made to APM within a reasonable time before the end of the period noted overleaf. Extensions, if granted, must be noted on this agreement and will become incorporated into this agreement. APM reserves the right to recall any object for its own purpose upon reasonable notice to the borrower.

PHOTOGRAPHY

11. The Borrower may permit photography of objects without permission except for record and publicity purposes in which case written permission of APM is required. Photographs required for an exhibit catalog shall be provided by or approved by APM.

MISCELLANEOUS

12. Information about the object used for catalogs, labels, or for any other purpose shall conform to data furnished by APM and shall always include a credit line to the American Precision Museum.
13. The Borrower agrees that ownership of any copyright is reserved to APM, that it will make no reproduction or other use of a copyrighted object which will or might impair such copyright, and that it will assign to APM the copyright of any reproduction, including photographs.
14. This document shall be signed by an authorized staff member of the Borrower and shall be returned to APM before shipping of the object.

American Precision Museum, Inc.
196 Main Street, PO Box 679
Windsor VT 05089-0679
tel 802.674.5781 fax 802.674.2524
www.americanprecision.org info@americanprecision.org

**TEMPORARY CUSTODY FORM/
DEED of GIFT UPON FAILURE TO RETRIEVE OBJECT(S)
WITHIN THIRTY DAYS OF NOTICE**
to be completed in duplicate

Date Received _____

Name _____ Email _____

Address _____ Tel _____

City _____ State _____ Zip _____

PURPOSE

This item was left in APM custody for examination for: ___ Loan ___ Gift ___ Purchase ___ Identification

DESCRIPTION OF ITEM(S) RECEIVED

CONDITIONS

1. Items left in custody of the American Precision Museum ("APM") will not be insured.
2. Leaving items in the custody of the APM more than thirty days after APM has sent notice to the Lender at above address will constitute an unsolicited and unrestricted gift to APM, and this document shall then constitute a Deed of Gift.
3. Any anonymously received items will automatically become APM property.

AGREEMENT

I/We have read and agree to the conditions above and certify that I/We have full authority to enter into this agreement.

Owner Signature:

Date:

APM Signature:

Date:

RESULT OF IDENTIFICATION

___ This item above was identified by Museum staff as: _____

NOTICE PROCESS

Notice was mailed by APM on _____

___ This item was not **picked up within 30 days of notice**, thus becoming APM property.

DISPOSITION OF OBJECT(S)

___ Returned to owner ___ Accessioned ___ Discarded ___ Sold

SIGNATURE OF OWNER UPON RETURN OF OBJECT

The above object(s) has/have been returned to me, thereby rescinding this agreement.

(owner signature)

(Date)

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SHIPPING RECEIPT

PICKUP from AMERICAN PRECISION MUSEUM

By person or agency:

Date/time of pickup:

For delivery to:

Organization:
Contact person:
Address:

City State Zip:

Telephone:

Email:

Signed: _____ (date)
(person doing the transport)

Delivery receipt signature:

(Representative of receiving organization) (date)

(APM make 2 copies of this signed receipt for APM records, send 2 with shipper: one for the shipper, and one for the borrower's files)

**27 Vermont Statutes Annotated, Chapter 12,
An Act Relating to Property Loaned to Museums
adopted May 2008**

§ 1151. DEFINITIONS

As used in this chapter:

(1) “Lender” means a person whose name appears on the records of a museum as the person legally entitled to, or claiming to be legally entitled to, property held by the museum or, if such person is deceased, the legal heirs of such person.

(2) “Loan” means a deposit of property not accompanied by a transfer of title to the property.

(3) “Museum” means an institution operated by a nonprofit corporation or a public agency primarily for educational, scientific, historic preservation, or aesthetic purposes, and the institution owns, cares for, exhibits, studies, collects, archives, or catalogues property. “Museum” also includes historical societies, parks, monuments, and libraries.

(4) “Property” means a tangible object, animate or inanimate, that has intrinsic, historic, artistic, scientific, or cultural value, and the object is under the care of a museum.

§ 1152. PROPERTY HELD WITHOUT A LOAN AGREEMENT

Any property held by a museum that is not subject to a loan agreement and has been held for 10 or more years and has remained unclaimed shall be deemed to be abandoned. The property shall become the property of the museum, provided the museum has given notice pursuant to section 1154 of this title and no assertion of title has been filed for the property within 180 days from the date of the third published notice.

§ 1153. PROPERTY HELD PURSUANT TO A LOAN AGREEMENT

(a) Property in the possession of a museum subject to a loan agreement shall be deemed to be donated to the museum, provided:

(1) No claim is made or action filed to recover the property after termination of the loan.

(2) The museum provided notice as required pursuant to section 1154 of this title.

(3) No assertion of title has been filed within 180 days following the date of the third published notice.

(b) A museum may terminate a loan of property if the loan was for an indefinite term and the property has been held by the museum for 10 years or more by providing notice pursuant to section 1154 of this title. For the purposes of this chapter, property on permanent loan shall be considered property loaned for an indefinite term.

(c) A museum may terminate a loan of property loaned for a specified term by providing notice pursuant to section 1154 of this title any time after the expiration of the specified term or earlier if permitted by the loan agreement.

(d) The owner of property on loan to a museum shall notify the museum promptly of any transfer of ownership or change in address of the owner.

(e) Prior to acceptance of a loan of property, a museum shall provide to the owner of the property written notice of the provisions of this chapter.

§ 1154. NOTICE REQUIREMENTS BY MUSEUMS FOR LOANED PROPERTY

(a) A museum required to provide notice pursuant to this chapter shall mail by certified mail, return receipt requested, written notice to the last known owner at the most recent address. If the museum has no record of the owner’s address or the museum has not received written proof of receipt of the mailed notice within 30 days after mailing, the museum shall publish at least one

notice each month for three consecutive months in the principal newspaper of general circulation in each of the following:

(1) the county of the last known address of the owner, if known.

(2) the county in which the museum is located. For the purposes of this subdivision, if property is loaned to a branch of a museum, the museum shall be considered to be located in the county in which the branch is located, otherwise a museum shall be located in the county in which it has its principal place of business.

(b) The published notice shall contain all the following:

(1) The notice shall be entitled: "Notice of Abandonment."

(2) A clear description of the unclaimed property.

(3) The last known name and address of the owner.

(4) A request that any person who has any knowledge of the whereabouts of the owner provide written notice to the museum.

(5) The name and address of the museum.

(6) The name, address, and contact information of the person to be contacted regarding the property.

(7) A statement that if written assertion of title is not presented by the owner to the museum within 180 days after the date of the final published notice, the property shall be considered abandoned or donated and shall become the property of the museum.

(c) A copy of all notices required in this chapter relating to property in the form of identifiable works of art that changed hands in Europe between the years 1933 and 1945 shall be sent to The Art Loss Register or any successor organization having similar purposes on or before the date on which the notices are mailed or first published.

§ 1155. PROVISION OF MISSION STATEMENT

(a) Prior to the acquisition of property by gift, a museum, upon request, shall provide a donor or prospective donor with a written copy of its mission statement and collections policy, which shall include policies and procedures of the museum related to deaccessioning.

(b) If the museum has the knowledge of a planned bequest of any property prior to the death of the testator, the museum shall provide the testator with a written copy of its mission statement and collections policy, which shall include policies and procedures of the museum relating to deaccessioning.

(c) Any museum that routinely makes its mission statement and collections policy available on its website shall be deemed to have complied with this section.

§ 1156. PROPERTY VESTED IN MUSEUMS

(a) If no written assertion of title has been presented by the owner to the museum within 180 days after the date of the third published notice, title to the property shall vest in the museum free of all claims of the owner and any other person claiming under the owner.

(b) A person who purchases or otherwise acquires property from a museum acquires good title to the property if the museum has acquired title to the property under this chapter.

§ 1157. EXEMPTIONS

This chapter shall not apply to either of the following:

(1) Any property that changed hands by theft, seizure, confiscation, forced sale, or other involuntary means in Europe between 1933 and 1945.

(2) Any property reported as stolen in writing to a law enforcement officer, insurer, or The Art Loss Register, or any successor organization having similar purposes, notwithstanding any notice provided pursuant to section 1155 of this title.

§ 1158. RECORD OF ACQUISITION

The museum shall maintain or continue to maintain to the extent such information is available a record of acquisition whether by purchase, bequest, gift, loan, or otherwise of property for display or collection and of deaccessioning or loan of property currently held or thereafter acquired for display or collection.
