

# INCOMING LOAN AGREEMENT

The Oakland Museum  
City of Oakland  
1000 Oak Street  
Oakland, California 94607-4892  
TTY 415-451-3322

**Lender:**

Institution or Individual Preserve Bottle Village  
  
Street  
City/State/Zip P.O. Box 1412  
Simi Valley, CA 93062  
Telephone 213/455-3042; 805/583-1627  
Contact Person Amy Skillman

- Art Department**  
415-273-3005
- History Department**  
415-273-3842
- Natural Sciences Department**  
415-273-3884

**Exhibition Title:**

Exhibition Dates: Cat and a Ball on a Waterfall: 200 YEARS OF CALIFORNIA FOLK Painting and Sculpture  
Requested Arrival Date: MARCH 22 - AUGUST 3, 1986  
Requested Return Date:

**Description of Object(s)** (Accession number, artist, title, date, description, no. of items, condition, credit line) **Insurance Value**

Name: Tressa Prisbrey  
Title/Date: Doll Tree Sculpture;  
Medium/Dimensions: ; wood, cement, handmade dolls/ 4" x 21" x 8" \*  
Credit Line: Tressa "Grandma" Prisbrey, courtesy Preserve Bottle Village Committee  
Condition: Fragile  
Ins. Value: \$800

Name: Tressa Prisbrey  
Title/Date: Doll Tree Sculpture;  
Medium/Dimensions: ; glass, cement, wood, plastic dolls/ 12" x 18" x 12" \*  
Credit Line: Tressa "Grandma" Prisbrey, courtesy Preserve Bottle Village Committee  
Condition: Fragile  
Ins. Value: \$900

\* please verify with objects

Special handling instructions: pack base in sand or something similar to avoid tipping  
Insured by: Oakland over - they are very top-heavy  
Shipping arrangements:

This loan is agreed to by the undersigned, subject to the conditions stated on the reverse.

**The Oakland Museum Representative**

Christine Droll

**Lender** Amy S. Skillman

Title \_\_\_\_\_

Title Director

Date 21 Dec 85

Date January 22, 1986

## LOAN RELEASE

The Lender hereby releases the The Oakland Museum from all liability or obligation for the above object(s) and any objects listed on additional CONTINUATION OF OBJECT LIST forms subject to any special conditions noted below and/or on the reverse.

Please sign and return within 30 days when object(s) has (have) been returned to lender.

List any losses, damage, or exceptions:

(If none, write NONE)

Lender's Signature \_\_\_\_\_

Date \_\_\_\_\_

**Conditions governing loan of object(s) to The Oakland Museum**

(1) Object(s) lent to The Oakland Museum shall remain in its possession for the time specified on the face of this agreement unless specific arrangements are made to the contrary. Object(s) may be withdrawn from an exhibition only by mutual consent of the lender and The Oakland Museum.

**Care and Preservation**

(2) The Oakland Museum will give object(s) left in its custody the same care provided to similar property of its own. Evidence of damage to object(s) at the time of receipt or while in The Oakland Museum's custody will be reported immediately to the lender. No alteration, restoration, or repair to object(s) will be undertaken without the written authorization of the lender. Unless otherwise noted, the lender certifies that the object(s) lent are in good condition and will withstand ordinary strains of packing and transportation.

**Transportation and Packing**

(3) Costs of transportation and packing will be borne by The Oakland Museum unless the loan is at the lender's request or otherwise negotiated. The method of shipment must be agreed upon by both parties. Materials included in the loan shall be packed for shipment by an experienced and competent packer.

**Insurance**

(4) Unless otherwise instructed in writing, The Oakland Museum will insure object(s) lent to it under a fine arts policy, against all risks of physical loss or damage from any external cause while in transit and on location during the period of the loan. Insurance will be placed in the amount specified by the lender on the face of this agreement, and must reflect fair market value. In case of damage or loss, the insurance company may ask the lender to substantiate insurance valuation. The policy referred to contains the usual exclusions of loss or damage due to such causes as gradual deterioration, moths, vermin, inherent vice, war, invasion, hostilities, insurrection, confiscation by order of any government or public authority, risks of contraband or illegal transportation and/or trade. If a work which has been industrially fabricated is damaged or lost, and it can be repaired or replaced to the artist's specifications, The Oakland Museum's liability shall be limited to the cost of such replacement. A certificate of insurance will be sent upon request. The amount received through The Oakland Museum's insurance coverage is the sole recovery available to the lender from The Oakland Museum in event of loss or damage.

**Publicity and Photography**

(5) Unless The Oakland Museum is notified in writing to the contrary, it is understood that the object(s) on loan may be photographed and reproduced in The Oakland Museum's publications and for publicity purposes connected with an exhibition; and that slides of it may be made and distributed by The Oakland Museum for educational use.

**Return of Loans**

(6) Upon expiration of the loan, object(s) will be released to the lender according to lender's instructions. If, after ninety (90) days, The Oakland Museum is unable to contact the lender following expiration of the loan and no special arrangements have been made for the return of the loan, the object(s) will be placed in storage at the lender's risk and expense, and insurance coverage by The Oakland Museum discontinued.

(7) It is the lender's responsibility to inform The Oakland Museum in writing of any change of address or ownership of the property on loan. Failure to do so may result in the loss of rights in the loaned property. See California Civil Code Sections 1899, et seq. In case of change of legal ownership during the loan period, the new owner will be required to establish his/its legal right, title and interest in and to such property by proof satisfactory to The Oakland Museum.

(8) When the object(s) is (are) returned, a copy of this loan agreement will be sent to the lender. If the LOAN RELEASE section is not signed and returned within thirty (30) days, The Oakland Museum will consider that the condition of the object(s) as noted and returned is acceptable to the lender and that the lender has no claims for loss or damage.

*(Handwritten signatures and dates)*  
Lender: \_\_\_\_\_ Date: \_\_\_\_\_  
The Oakland Museum Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**LOAN RELEASE**

The Oakland Museum releases the [Lender's Name] from all liability or obligation for the above object and any objects listed on additional CONTINUATION OF OBJECT LIST forms subject to any special conditions noted below and on the reverse.  
Please sign and return within 30 days when object(s) has (have) been returned to lender.  
If none write NONE.  
Lender's signature: \_\_\_\_\_  
Date: \_\_\_\_\_

# CONTINUATION OF OBJECT LIST

The Oakland Museum  
City of Oakland  
1000 Oak Street  
Oakland, California 94607-4892  
TTY 415-451-3322

Institution or Individual

Preserve Bottle Village

P.O. Box 1412  
Simi Valley, CA 93062  
213/455-3042; 805/583-1627  
Amy Skillman

- Art Department**  
415-273-3005
- History Department**  
415-273-3842
- Natural Sciences Department**  
415-273-3884

The object(s) listed on this page are subject to the conditions of loan or gift stated on the form noted below:

Form

INCOMING LOAN

(Receipt Agreement, Loan Agreement, Release Agreement, Gift Agreement)

Description of Object(s) Continued

Name: Tressa Prisbrey  
Title/Date: Heart-shaped collage;  
Medium/Dimensions: Pencil; 10" x 12" x 1"  
Credit line: Tressa "Grandma" Prisbrey  
Condition: Slightly faded  
Ins. Val.: \$300

I understand the conditions of this agreement.

The Oakland Museum  
Representative

Christine Droll

Title

Date

24 Dec 85

Signature

Amy S. Skillman

Title

Date

Director

January 22, 1986