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| **PERFORMANCE INFORMATION** |
| Performance Event (or loan purpose): |  |
| Performance Venue(s): |  | Performance Dates: |  |
| **JMU INFORMATION** |
| Lender of Record: |  |
| Contact Person: |  |
| Contact’s Address: |  |
| Exact Credit Line (to appear in print):  |  |
| Phone:  | Fax:  | Email:  |
| **INSTRUMENT(s) INFORMATION** |
| Description |
|  |
| Reason for loan and loan agreement: |  |
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| **INSURANCE INFORMATION**  |
| Insurance Value:  |  |
|  |  |
| **MOVING INFORMATION** |
| Address To Be Taken To: |  |
| Carrier/Mover: |  |
| Loan Period: |  |
| Special Moving Requirements: |  |
| Additional Comments:  |  |
|  |  |
| JMU Contact: |  |
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Conditions Governing Loan:

The following loan agreement is made pursuant to a lease agreement between James Madison University and the Borrower. This agreement represents the entire understanding between the parties hereto and no other agreements between the parties, expressed or implied.

1. PURPOSE: Loaned instruments from James Madison University (hereafter referred to as JMU) may be used for educational purposes only. No commercial use may be made of JMU instrument(s) without prior permission from JMU, no special fee (other than general admission) may be charged. Access to JMU instrument(s) shall not be denied to anyone on the basis of race, color, religion, national origin, sex, sexual orientation, physical disability, or age.
2. CONTRACT: This contract becomes valid only when made through JMU, and after necessary information has been filled in, and the signatures of the Authorized Representatives of both the lending and borrowing institution’s representatives have been affixed to the contract.
3. SHIPING/INSURANCE: Shipping costs will be borne by the borrowing institution. The Borrower will provide wall-to-wall insurance covering all loaned instrument(s) during shipping to and from the sponsoring institution as well as during the loaned period.
4. CANCELLATIONS: Cancellations shall be made in writing, and may be made by either the borrower or JMU.
5. PACKING & TRANSPORTATION: Packing and transportation will be made by safe methods approved of in advance by JMU authorized representative. Any and all special handling and set-up requirements deemed necessary by JMU authorized representatives must be followed by the Borrower.
6. SET-UP: JMU staff members do not travel with or set up loaned instruments unless contracted to do so. Sponsoring institutions must provide qualified persons to unpack, install, and re-pack all loaned instruments.
7. RECEIPT: Upon receipt of the loan, the Borrower must examine the loaned instrument(s) and report damage noted to a JMU authorized representative. **The Borrower may not perform any repairs without the permission of a JMU authorized representative.**  Changes in the condition of a loaned instrument must be reported within a reasonable length of time after examination.
8. ACKNOWLEDGMENTS: The Borrower is required to credit James Madison University and any specified funding agencies in all related printed or digital materials including invitations, press releases, exhibition announcements, educational material, and catalogs. A copy of credit language and sample press release will be provided by the JMU authorized representative as requested.
9. INSPECTION RIGHTS: A JMU designated representative has the right to inspect or inventory the loaned instrument(s) and its direct environment during normal business hours.
10. PROTECTION/INDEMNIFICATION: The Borrower agrees to use all reasonable measures to protect loaned instruments from theft or damage, and to provide safe, adequate, and environmentally safe storage. Failure to observe these procedures may result in borrower liability. The Borrower further agrees to notify JMU within 48 hours of any theft or damage occurring while the instrument is in the Borrower’s custody. The Borrower assumes responsibility for any JMU liability that may arise because of the borrower’s failure to give such notice. The Borrower will assume responsibility for any damage done to the loaned instruments during the term of the agreement due to the willful or negligent acts or omissions of the borrowing institution, its employees, officers and/or agents. Furthermore, the Borrower assumes responsibility for and JMU shall not be liable for any costs, claims, suits and/or damages arising from the personal injuries sustained by any employees, officers and/or agents of the borrowing institution due to the willful or negligent acts or omissions of the borrowing institution, its employees, officers and/or agents.
11. Notwithstanding the foregoing, JMU shall have no obligation to indemnify or defend the borrowing institution, its employees, officers and/or agents for any loss, damage, expense, demands, claims or cause of action arising out of or related to the willful or negligent acts or omissions of the borrowing institution, its employees, officers and/or agents.

The Borrower agrees to provide:
	* A lockable, limited access performance area
	* Experienced or otherwise trained persons supervising loaned instruments
	* Provisions to prevent the public from touching/playing loaned instruments
	* Experienced instrument handlers and tuners
	* Temperature and light controls
	* Fire protection according to local ordinances
	* NOT to use open air or temporarily structures as storage or display areas for loaned instruments.
12. FORCE MAJEURE: Notwithstanding the foregoing, neither JMU nor the borrowing institution shall be responsible or liable for damages caused by a delay or failure in performance of this Agreement if such a delay or failure is due to a cause beyond the reasonable control of the parties, including but limited to fire, flood, earthquakes, storms, strikes, war or acts of war, acts of public authorities or delays caused by common carriers.
13. APPLICABLE LAW: This Agreement shall be governed by, and construed in the laws of the Commonwealth of Virginia.

This form, when signed by all parties, will constitute a binding agreement between James Madison University and the Borrower.

I have read and agree to the conditions of this agreement,

SIGNED on the dates indicated below:

For Borrower:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For James Madison University:

Signature:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_