



APPROVED
BY THE CITY COUNCIL

16

JUL 21 1987

OFFICE OF THE
CITY CLERK

DEPARTMENT OF PARKS
AND COMMUNITY SERVICES

CITY OF SACRAMENTO
CALIFORNIA

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SACRAMENTO, CA
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ROBERT P. THOMAS
DIRECTOR

July 15, 1987

916-449-5200

G. ERLING LINGGI
ASSISTANT DIRECTOR

DIVISIONS:

CROCKER ART MUSEUM
GOLF
METROPOLITAN ARTS
MUSEUM & HISTORY
PARKS
RECREATION
ZOO

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Collection Management Policy for the Crocker Art Museum

SUMMARY

This report provides information regarding the revised and expanded policies governing the art collection of the Crocker Art Museum. These policies have been developed in accordance with national standards of museum professional practice.

BACKGROUND INFORMATION

The City of Sacramento holds in trust some 8,000 works of work comprising the E. B. Crocker and Crocker Art Museum collections. Careful stewardship of the City's irreplaceable art collection is a primary responsibility of the Museum Co-Trustees and staff.

Over the past two years, the Collection and Acquisitions Committee of the Co-Trustees have worked with museum staff and the City Attorney's office to revise and expand existing collections policy to meet national standards. The Co-Trustees have approved the revised policy as attached. The attached policy is based on existing policies at the Smithsonian Museum, the Hirshhorn Museum and the Fine Arts Museums of San Francisco, among others. No major policy issues have been changed.

The policy describes the collecting goals of the Crocker, as well as procedures relating to loans, insurance, record keeping, inventories, etc. Its overall purpose is to assure the safety of the collections and their orderly growth and enhancement.

FINANCIAL DATA

Approval of this policy will help in obtaining the lowest possible premium for the Museum's fine arts insurance policy.

City Council
July 15, 1987
Page Two

RECOMMENDATION

It is recommended that the City Council approve, by resolution, the Collection Management Policy of the Crocker Art Museum.

Respectfully submitted,

for - G. Ealing Linggi
ROBERT P. THOMAS, Director
Parks and Community Services

Recommendation Approved:

for: Solon Wiseman, Jr.
WALTER J. SLIPE
City Manager

RPT:ja

July 21, 1987
District No. 1

RESOLUTION No. 87-573

Adopted by The Sacramento City Council on date of

**RESOLUTION APPROVING COLLECTION MANAGEMENT
POLICY FOR THE CROCKER ART MUSEUM**

**APPROVED
BY THE CITY COUNCIL**

JUL 21 1987

**OFFICE OF THE
CITY CLERK**

BE IT APPROVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

That the Collection Management Policy for the Crocker Art Museum, attached as Exhibit A, is hereby approved.

MAYOR

ATTEST:

CITY CLERK

CROCKER ART MUSEUM

COLLECTION MANAGEMENT
POLICY

CROCKER ART MUSEUM
COLLECTION MANAGEMENT POLICY

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CROCKER ART MUSEUM
COLLECTION MANAGEMENT POLICY

1. Introduction

An art museum's primary responsibilities are to collect and care for significant works of art, and to display and interpret them for the education and enjoyment of its visitors. An art museum's excellence is in direct relation to the quality of its collection, its display and interpretation.

The purpose of this policy is to guide the stewardship of the Crocker Art Museum's collection, which is held in trust by the City of Sacramento, as well as to guide the orderly growth and enhancement of the collection.

The realization of this policy is the responsibility of the Board of Co-Trustees and the professional staff of the Museum. At both levels, the highest ethical and professional standards, as defined by the larger Museum community, shall prevail, and all collection activities shall be in accordance with laws of the City and County of Sacramento, and applicable state, national and international laws.

2. Acquisitions

A. Criteria

1. Acquisitions are evaluated according to the following criteria:
 - a. museum quality;
 - b. the Museum's ability to utilize the work of art for exhibition and/or educational purposes;
 - c. the Museum's ability to properly care for, conserve, store and handle the work;
 - d. the relationship of the work to present holdings and collection goals of the Museum.
2. Collecting goals:
 - a. To strengthen by selective gift and purchase the major collection areas:
 1. Old Master drawings
 2. 19th century California art
 3. Northern California art since 1945
 4. 19th century German paintings
 5. Old Master paintings
 - b. To strengthen by selective gift and purchase the secondary collection areas:
 1. European and American photography
 2. American Victorian furniture and decorative arts
 3. Prints related to the major collection areas
 4. California art, 1900 - 1945
 - c. To develop select collections by gift that respond to community interests not represented by other Sacramento institutions and that relate to current holdings in the following areas:
 1. Asian art
 2. African art
 3. Art of the Americas
 - d. To consider gifts of highly significant individual works of art and cohesive collections that would, because of their outstanding quality, greatly enhance the Museum's ability to fulfill its educational mission.

B. Accessioning

Accessioning is the formal process used to accept and record an item, thus incorporating it into the Museum's collection.

1. Collection items can be acquired by purchase, gift, bequest, exchange or transfer.
2. Items proposed for accessioning must meet the collecting criteria outlined in section 2A. Criteria for establishing "museum quality" will be:
 - a. the leadership, influence and innovation of the artist evidenced in the work;

B. Accessioning (cont.)

- b. the craftsmanship or execution of the work; the breadth and depth of its intention; the importance and impact of its values or statement;
 - c. the art historical significance of the work.
3. Items are proposed for accession by the Director, at the recommendation of the Curator(s), for the approval of the Collection and Acquisitions Committee, except in the case of purchases from designated discretionary funds. A majority vote is required for approval.
 4. Each item proposed for accession must be formally presented to the Collection and Acquisitions Committee. The Curator(s) will provide a biography of the artist, a photograph of the item or the item itself and a written statement addressing the item's attribution, provenance, condition, price or value and appropriateness to the collection.
 5. Upon approval by the Collection and Acquisitions Committee, proposed items will be presented by the Director to the Co-Trustees for their approval. A majority vote is required for approval.
 6. To allow the Director a rapid and flexible response to opportunities of the art market, a discretionary fund for the purchase of works of art may be established by the Co-Trustees. Purchases with funds from the Director's Discretionary Fund are to be reported to the Co-Trustees as part of the Treasurer's report.
 7. The Director and the Co-Trustees will not knowingly consider for accessioning items in violation of the laws of the U.S. or other countries.

C. Restrictions

1. The Board and staff will encourage clear and unrestricted gifts to the collection. Any condition(s) or restriction(s) attached to purchase funds or works of art offered to the Museum must be approved by the Director and the Co-Trustees. If acceptance of a restricted gift is approved, the Deed of Gift, expressly stating the restriction(s) will be counter-signed by the Director. Evidence of the restriction(s) will be kept on file with the accession records.
2. No work of art will be accepted with an attribution or circumstances of exhibition guaranteed in perpetuity.
3. Items proposed for accession in which copyright interest is held by another party will be considered in respect to how this might impair the Museum's use of the item for its fundamental purposes. If an item is accessioned with copyright restrictions, evidence of such restrictions will be kept on file with the accession records.

D. Whole collections offered

1. Because of the substantial responsibilities for the preservation and utilization of large numbers of items, offers of collections will be thoroughly considered in relationship to a realistic evaluation of the Museum's ability to meet those responsibilities presently and in the future.

D. Whole collections offered (cont.)

2. The Museum reserves the right to accession collections in whole or in part.

E. Appraisals

1. Staff members are prohibited from appraising items for donors, lenders and/or the community at large.
2. With the Director's approval, the Curator(s) may prepare appraisals for other nonprofit institutions for their internal use only.
3. The Museum may, upon request, suggest the names of appropriate, reputable appraisers to potential donors, lenders and the public at large.
4. Appraisals of items left in custody of the Museum, or of potential gifts, shall be conducted at the expense of the lender or the donor. The Museum will cooperate to make such items accessible to independent appraisers, at the lender or donor's request.

F. Records

1. The maintenance of clear, accurate and accessible collection records is a primary responsibility of the Museum.
2. Registration records document and legal status of an item within the Museum or on loan from the Museum, and that item's movement and care while under the control of the Museum. These record systems should relate to items by a unique museum number (i.e. accession number) and should provide for easy retrieval of item information and item locations. Registration records shall include:
 - a. a descriptive record of each item
 - b. documentation of legal ownership or possession of all items
 - c. information regarding the provenance and activity of each item (i.e. loans, exhibitions, conservation treatments, deaccession).
3. Curatorial records shall be maintained for each item. These shall include, but are not limited to:
 - a. information about the artist
 - b. relevant publications
 - c. photographs of the item
 - d. information regarding the item's historical and/or artistic context
 - e. scholarly opinions about the item.
4. Collection records will be housed in secure locations and preserved by proper handling and storage methods. Duplicate copies of registration records shall be maintained off-site.
5. As per section 6255 of the Public Records Act of the California Government Code, the following items of information shall be disclosed only with the Director's permission:
 - a. names of anonymous donors or prior holders
 - b. mailing addresses of donors, lenders or prior holders

F. Records (cont.)

- c. locations of items not on public display
- d. items' value (i.e. purchase price, insurance or appraisal value).

3. Deaccession and disposition

Deaccession is the removal of items from the Museum's collection. Disposition is the manner in which ownership of an item is transferred from the Museum to another entity.

A. Reasons and criteria

1. The principal reason for deaccession shall be to refine and strengthen existing collection as defined in the Collection Management Policy.
2. Collection items may be proposed for deaccessioning based on the following criteria:
 - a. they are unrelated to areas of collecting
 - b. they are in poor physical condition
 - c. they lack art historical and/or artistic merit
 - d. they represent duplications within the collection.
 - e. the Museum lacks the ability or resources to properly care for, conserve, store and/or exhibit them.
3. Items specifically excluded from deaccessioning shall be:
 - a. items in the original Crocker collection
 - b. items subsequently donated by members of the immediate Crocker family, including the Fassett collection
 - c. items accepted with restrictions against disposal unless deviation is authorized by a court of competent jurisdiction. If there is any question as to the intent of force of restrictions, the Museum shall seek the advice of its legal counsel.

B. Procedures

1. The Curator(s) will recommend items for deaccessioning and shall be responsible for investigating their quality and relevance to the existing collection. For items outside the Curators' areas of expertise, the written opinion of an independent consultant will be sought. If the most recent value of an item intended for exchange exceeds \$10,000.00, the written opinions of two independent consultants will be sought.
2. The Registrar will be responsible for investigating each item's original terms of acquisition to determine that there are no legal impediments or restrictions. He/she will also declare any precatory conditions for the consideration of the Collection and Acquisitions Committee.
3. The Director will present the items proposed for deaccessioning and written justification for these recommendations to the Collection and Acquisitions Committee. A majority vote is required for approval.
4. As a courtesy, the Committee shall make every reasonable attempt, considering the value of the items in question, to notify the donor or heirs, in writing, of the proposed action.

B. Procedures (cont.)

5. Sixty (60) days after written notices have been mailed, the list of proposed items will be presented to the Co-Trustees. Approval will require a majority vote. The Co-Trustees may request to examine any of the proposed items and/or the written justification prior to granting their approval.
6. The items approved by the Co-Trustees will then be presented for approval to the Sacramento City Council for completion of the deaccession process.

C. Disposal

1. The manner of disposition of deaccessioned items will reflect the best interest of the Museum, the public it serves and the public trust it represents.
2. The manner of disposition will be recommended by the Director and approved by the Collection and Acquisitions Committee.
3. The disposal of deaccessioned items may be accomplished in the following ways:
 - a. Sale: sales will be made at public auction through an established auction house or through a reputable dealer unless it can be clearly and documentably proven that these methods would be against the fiduciary interest of the Co-Trustees
 1. Applicable terms of the California Royalty Act (1977) will be respected.
 - b. Transfer: under certain circumstances, the Director may propose the transfer of deaccessioned items to other non-profit institutions.
 - c. Exchange: under certain circumstances, and only with the approval of Co-Trustees, the Director may negotiate an exchange with a dealer or another non-profit institution. An exchange may be made only to acquire works of art and must respect the requirements of the Collection Management Policy and the deaccession policy procedures.
 - d. Destruction: the Curator(s) may recommend destruction if the physical condition of a marginally significant item has deteriorated to such an extent that it has lost its art historical and/or artistic character. Such recommendations must be approved in writing by the Director and by a majority vote of the Co-Trustees.
4. Deaccessioned items will not be given or sold privately to employees, volunteers, officers or Co-Trustees of the Crocker Art Museum or their representatives.

D. Fakes and forgeries

1. When a collection item has been determined to be a fake or a forgery, the item may be deaccessioned but may not be sold, exchanged or transferred except for research purposes.
 - a. Prior to disposal, fakes and forgeries will be clearly marked as such, to prevent future misrepresentation.

D. Fakes and forgeries (cont.)

2. The Curator(s) may recommend destruction of fakes or forgeries. Such recommendations must be approved in writing by the Director and by a majority vote of the Co-Trustees.

E. Records

1. The Registrar will be responsible for keeping permanent records for each item deaccessioned. These shall include:
 - a. the Director's written recommendations for deaccessioning
 - b. copies of notices sent to donors and/or heirs
 - c. dates of approval by Collection and Acquisitions Committee, Co-Trustees and City Council
 - d. opinions sought from outside consultants
 - e. method of disposal employed for each item including sale dates, sale prices, names and locations of museums or institutions to which an item is transferred and any special transaction conditions.

F. Funds generated from the disposal of deaccessioned items

1. All funds generated from the disposal of deaccessioned items will be placed in a restricted fund and will be used exclusively to acquire works of art. If the selling price of an item exceeds \$5,000.00, the donor's name will be recognized for new acquisitions purchased with the proceeds. When appropriate, funds from sales and/or exchanges will be used to purchase items in the same field.

G. Public disclosure

1. At the discretion of the Director, a deaccessioned item may be identified for purposes of sale, transfer or exchange as "From the Crocker Art Museum, Sacramento, CA".
2. Deaccessioned items will be listed in the annual report.

4. Outgoing loans

A. Purpose

1. It is recognized that loans of items from the Museum's collection for the purpose of exhibition are a necessary and vital part of the Museum's commitment to scholarship and public access to the collections. It is also the Museum's responsibility to minimize risks to the collection.

B. Prerequisites for the consideration of loans

1. Items from the Museum's collection shall be loaned only to museums.
2. A written loan request outlining the reasons for the request, dates of the proposed loan period, proposed insurance arrangements, travel involving the item(s) and details of exhibition must be submitted to the Director.

B. Prerequisites for the consideration of loans (cont.)

3. The item(s) requested for loan must be adjudged in satisfactory condition for travel by the staff. The advice of a conservator will be sought as required.
4. The borrowing institution shall:
 - a. Provide "wall-to-wall" insurance for the fair market value of each item requested for loan.
 - b. Assure that items are handled by professional staff only.
 - c. Provide for transportation of the item(s) by a method approved by Museum staff.
 - d. Reimburse the Museum for all costs incurred in packing, crating or special handling of the item(s).
 - e. Complete a satisfactory facilities report. In the case of items borrowed by travelling exhibitions, reports are required of each participating institution.
 - f. Pay a fee for each item loaned to reimburse the Museum for administrative expenses.
 - g. Carry out special conditions of display or special handling requirements requested by Museum staff.
 - h. Provide a certificate of insurance or similar document as proof of insurance.
5. Borrowing institutions may be requested to reimburse the Museum for conservation costs necessary to put the item(s) in condition to be exhibited and to travel.

C. Approval

1. Loan requests will be evaluated in consideration of the Museum's own educational, research and exhibition needs.
2. At the Curator(s)' recommendation, loans are proposed by the Director for approval by the Collection and Acquisitions Committee.
3. Upon approval by the Collection and Acquisitions Committee, loan requests will be presented to the Co-Trustees. A majority vote is required for approval.
4. All loans are approved by a specified period of time.
5. Requests for renewal must follow the same channels of approval as the original request. Renewal is a separate determination and not a condition of the original loan.
6. Requests for loans of collection items for use outside of the Museum by departments other than the Curatorial Department will be evaluated according to the same criteria as loan requests from other institutions.

D. Museum obligations for approved loans

1. A loan agreement signed by the borrower must be in the possession of the Registrar before item(s) to be loaned are shipped.
2. Staff must determine the current insurance value of the outgoing item.

D. Museum obligations for approved loans (cont.)

3. The Registrar has primary responsibility for completing necessary loan arrangements, for monitoring compliance with the terms of the loan, for inspecting and making condition reports on items upon their dispatch and return, and for assuring that items are properly packed, shipped and returned when due.
4. The Registrar shall maintain all documentation generated by the loan.

E. Items requiring courier

1. When recommended by the Director and approved by the Collection and Acquisitions Committee and the Co-Trustees, the Museum may require that items to be loaned be accompanied by a staff member or other competent professional acting as the Museum's agent, to and from the borrowing institution(s).
2. The Museum may require that a staff member be present at the installation or dispersal of an exhibition in which the borrowed item(s) is/are displayed.
3. The related costs of a courier's travel and subsistence shall be borne by the borrower.

F. Exceptions

1. Exceptions to this policy shall be made only at the recommendation of the Director and with the approval of the Collection and Acquisitions Committee and the Co-Trustees.

5. Incoming loans

A. Purpose

1. It is recognized that items may be loaned to the Museum to enhance the quality of the collection on view, for the purpose of a temporary exhibition or for research.

B. Prerequisites for the consideration of incoming loans

1. Items will be considered for loan only if, in the opinion of the Director and the Curator(s), they will enhance the offerings of the Museum and can be kept on display for a substantial portion of the loan period or are vital to the Curators' research.
2. The Museum must have appropriate exhibition/storage space to house loaned items.
3. The item(s) to be loaned must be in good condition and able to withstand the ordinary strains of packing and transportation.
4. The lender must have clear title to the loaned item(s).

C. Approval

1. Loans must be approved, in advance, by the Director.
2. The maximum loan period shall be for one (1) year, and can be renewed indefinitely by mutual agreement between the Museum and the lender.
3. The following types of loans will not be approved:
 - a. loans for reason of storage.
 - b. loans for indefinite length.
 - c. loans which might, in the opinion of the Director, give or appear to give rise to commercial exploitation and/or bring discredit to the Museum.
 - d. loans subject to unreasonable restrictions.
 - e. loans for which the provenance is deemed unsatisfactory.

D. Museum obligations for approved loans

1. Loans will be made on the Museum's own loan agreement (Appendix 1) and are subject to the conditions set forth therein. Any modification of these conditions must be in writing and approved by the Director.
2. A loan agreement signed by a Museum staff member and the lender must be completed before the item is received by the Museum.
3. Loans of entire exhibitions are normally made in accordance with the terms of a special contract negotiated between the Museum and the organizing institution.
4. The Registrar has primary responsibility for completing all necessary loan arrangements and complying with the terms of any contract or agreement.
5. The Registrar is responsible for inspecting and making condition reports on incoming items upon both their receipt and dispatch, for their safekeeping prior to and following their exhibition or use and for assuring that loans are properly packed, shipped and returned when due.
6. The Registrar shall maintain all documentation generated by the loan.
7. Loan items in storage shall not be comingled with collection items.

E. Loans of personal collections

1. Staff members shall not bring personal collections into the Museum unless it is for stated Museum purposes, i.e. study or exhibition, and has been approved in advance by the Director.
2. If exhibited, items owned by staff members will be credited as anonymous loans.
3. Personal collections should never be comingled with the Museum's collection.
4. Personal items may be used as office decoration, at the staff member's own risk.

6. Items placed in custody of the Museum

A. Purpose

1. Other than loans, the Museum may assume custody of items for the purpose of gift consideration, purchase consideration or authentication/examination.
 - a. Items placed in custody of the Museum for other purposes, such as in conjunction with authorized Museum activities or for sale in the Museum Shop, will not be covered by the provisions of this policy.
2. These transactions are to be temporary, generally not to exceed ninety (90) days.

B. Approval.

1. Items may be placed in the Museum's custody only if arrangements have been made with the Director or the Curator(s).
2. Custody for any purpose other than those outlined above may not be undertaken without the Director's approval.
3. The Director may approve designating items for gift consideration as loans for general exhibition.
4. The Museum's acceptance of custody of an item is subject to the conditions set forth in the temporary custody receipt (Appendix 1a).
5. Items placed in the Museum's custody without its consent will not be insured and will be returned promptly at the owner's expense. If the Museum is unable to return an item, after reasonable attempts, it may be disposed of at the Museum's discretion, after approval by the City Attorney.

C. Museum obligations

1. The Registrar has primary responsibility for receiving items placed in the custody of the Museum. He/she must record the deposit of each item and issue a temporary receipt specifying the conditions under which the Museum will maintain the custody of each item.
2. Generally, the Museum will insure items in its temporary custody. Exceptions to this policy can be made only with the Director's approval.
3. The Registrar shall monitor items in this category in the same manner as loans.
4. Whether the museum will pay all or some part of the expenses of packing and shipping an item to be held in custody is determined by the Director, on an individual basis, with respect to each item. In making this determination, consideration will be given to:
 - the magnitude of these expenses and their relationship to the value of the item
 - the likelihood that the item may ultimately be acquired by the Museum; and
 - whether the item is to be placed in custody at the Museum's request or at the request of the owner.

7. Care and control

A. Responsibilities

1. The collection is the cornerstone of the Museum and its care is one of the Museum's fundamental purposes. The Museum shall maintain policies and procedures to assure the proper care of the collection and shall amend the policies and procedures as necessary to assure its continued care and protection.
2. While the Curator(s) and the Registrar have primary responsibility for the day-to-day care and control of the collection, a concern for its preservation, security, protection and accurate documentation must necessarily be shared by every member of the staff.
3. The Curator(s) and the Registrar shall regularly monitor the physical condition of the collection and shall determine an appropriate schedule of conservation treatments.
4. The Curatorial Department is responsible for insuring that display techniques include security measures which meet professional standards.
5. Collection items not on public display or otherwise on loan shall be housed in secure, climate-controlled storage areas. The Registrar shall monitor all such areas for adequacy and security. Access to collection storage areas is limited to the Director, the Curator(s), the Registrar, the Exhibits Technician(s) and the Chief Museum Attendant. Access to these areas by other staff members, guests and volunteers must be authorized by one of the staff members listed above and must be recorded on a sheet located at the entrance to the storage area.
6. The Registrar shall maintain a location file listing the current location of each collection item. The movement of each item must be immediately recorded in this file. Collection items, items on loan or held in the Museum's custody may only be moved by the Director, the Curator(s), the Registrar or the Exhibits Technician(s).
7. When items are installed or removed from public display, the Registrar shall notify the Chief Museum Attendant, the guards and the Curator of Education who will inform the Docents. In appropriate cases, the removal of a work of art from public display must be noted by a "temporarily removed" notice signed by the Registrar.
8. The Administration Department is responsible for overseeing the maintenance of all security and fire protection devices on the Museum's premises.
9. The Chief Museum Attendant has daily oversight responsibility for the security force assigned to the Museum and shall complete a daily collection security check.
10. The Museum shall have established procedures for responding to emergencies to protect the collection in the case of fire or natural disasters.
11. The Collection and Acquisitions Committee of the Co-Trustees is charged with maintaining Board awareness of the Museum's responsibility to preserve the items entrusted to its care. The Director shall report annually to the Committee on the state of the collection and related matters.

8. Access

A. Conditions

1. The Museum shall strive to provide maximum accessibility of the collection to the public, consistent with staff availability and the security and physical condition of collection items. The collection will be made available to the general public on a nondiscriminatory basis within regular public hours.
2. Requests for access to collection items not on public display and/or to records pertaining to the collection shall be coordinated with the Curator(s) or the Registrar. Media representatives must arrange for access through the Public Relations Coordinator.
 - a. While every effort will be made to accommodate all reasonable requests, preference will be given to scholars, students, artists and the professional staff of other institutions.

9. Insurance

A. Coverage

1. The Museum's limited liability fine arts policy provides "wall-to-wall" coverage (while at the Museum, in transit and at all other locations) for the Museum's collection and for items on loan to the Museum or placed in its custody. This coverage extends against all risks of physical loss or damage from any external cause except the usual standard exclusions outlined in the insurance policy and on the Museum's loan agreement.
2. Loan transactions for which lenders wish to maintain their own insurance or to waive insurance are subject to the conditions outlined on the Museum's loan agreement.
3. Insurance matters relating to outgoing loans are subject to the conditions set forth in section 4 ("Outgoing loans") of the Collection Management Policy.
4. Insurance matters relating to items placed in custody of the Museum are subject to the conditions set forth in section 6 ("Items placed in custody of the Museum") of the Collection Management Policy.

B. Responsibilities

1. The Registrar will administer the fine arts insurance policy and assure that loan agreements and appropriate documentation are in hand to effect coverage.
2. The Registrar shall maintain related records and provide insurance reports, as necessary.
3. Staff members, guards and volunteers must report all safety hazards, damage and/or loss relating to collection items, loan items or items in the Museum's custody to the Chief Museum Attendant who will notify the Assistant Director for Administration and the Registrar.
4. The Registrar will verify reported occurrences and notify the Curator(s) and the Director.

10. Inventories

- A. The Registrar is responsible for inventorying the collection in cycles so that each item will be accounted for in a 5-year period.
- B. Location records shall be maintained by the Registrar.
- C. The Museum's auditors shall conduct an annual spot-check based on a random selection of collection items.
- D. Missing items shall be reported in a timely manner to the Director.
- E. The Director shall be responsible for reporting missing items to the Co-Trustees.

11. Review of the Collection Management Policy

- A. This policy shall be reviewed by the staff and the Collection and Acquisitions Committee as needed.
- B. Any additions, deletions or revisions shall be incorporated into policy and the revised policy presented to the Co-Trustees for approval. Major revisions must be approved by the City Council.

INCOMING LOAN AGREEMENT

Crocker Art Museum
216 O Street
Sacramento, CA 95814-5399
Telephone: (916) 449-5423

City of Sacramento
Department of Community Services
Crocker Art Museum Division

EXHIBITION

Title: _____
Dates and location(s): _____
Loan period will commence on: _____ and terminate on: _____

LENDER

Institution or individual: _____
Address: _____
(Unless otherwise instructed, CAM will ship work to and from this address.)
Contact person: _____
Telephone: (business) _____ (home) _____
Credit line: _____
(exact form of lender's name for catalogue, labels and publicity)

WORK OF ART

Artist's name: _____
Nationality: _____ born: _____ died: _____
Title of work: _____
Medium or materials and support: _____
Date of work: _____ If date appears on work, where/how? _____
Is work signed, marked or labeled? _____ If so, where/how? _____

DIMENSIONS

inches centimeters
Painting, drawing, print, photograph (excl. mat or frame): H _____ W _____
Outer dimensions of frame: H _____ W _____ D _____
Sculpture (excl. pedestal): H _____ W _____ D _____ Approx. weight: _____
Pedestal: H _____ W _____ D _____ Approx. weight: _____ Detachable? _____

INSURANCE

CAM will insure unless otherwise advised. Please read conditions on reverse.
Estimated fair market value: \$ _____
Do you prefer to maintain your own insurance? yes no
If yes, estimated premium: _____
If you maintain your own insurance, please furnish the CAM with a Certificate of Insurance naming the CAM (and the participating museums) as additional insured(s) for the duration of the loan period.
Do you prefer to waive insurance? yes no If yes, initial: _____
(lender)

PHOTOGRAPHY AND REPRODUCTION RIGHTS

If black and white photographs and/or color transparencies suitable for reproduction are available, please state type and where they may be obtained: _____
Do you own the copyright to the work? yes no
If not, who does? _____

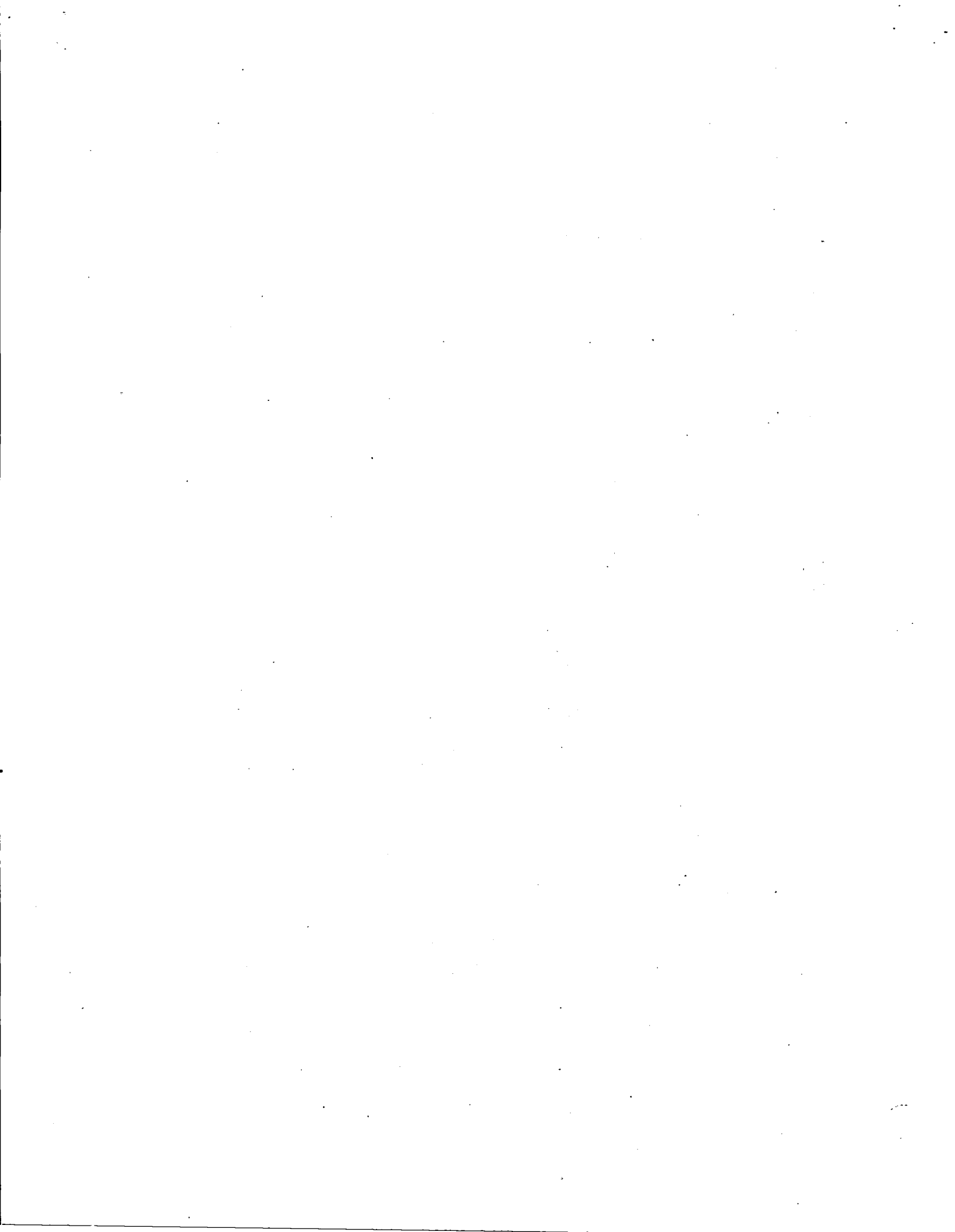
SHIPPING ARRANGEMENTS

Work due at CAM: _____
Location of art work (if different from lender's address above): _____

CONDITION NOTES AND/OR SPECIAL HANDLING REQUIREMENTS (please attach additional sheet if necessary):

The lender hereby agrees to loan to the Crocker Art Museum (CAM) the property described herein for the purposes, and subject to the terms and conditions set forth. The lender acknowledges that he has full authority and power to make this loan, and that he has read the conditions above and on the reverse side of this form, and that he agrees to be bound by them:

Signature of lender: _____ title _____ date _____
Signature of borrower: _____ CAM title _____ date _____



CROCKER ART MUSEUM - INCOMING LOAN AGREEMENT

CARE AND PRESERVATION

The CAM will give loaned property left in its custody the same care provided to similar property of its own. It is understood that all property is subject to inherent deterioration for which neither party is responsible. It is agreed that if condition notes are supplied by the lender, the CAM will verify their accuracy. If condition notes are not supplied by the lender, the CAM will assess the condition when the property is received and this will constitute the condition of that property at the time of the loan. The CAM will give prompt notice to the lender in case of injury and/or loss to the property at the time of receipt or while in custody of the CAM. The lender will be requested to provide written authorization for any alteration, restoration or repair that is undertaken on their behalf by the CAM unless: a) immediate action is required to protect the loaned property or other property in custody of the CAM or b) the loaned property has become a health and safety hazard. See California Civil Code §1899.6.

TRANSPORTATION AND PACKING

The lender certifies that the property lent is in good condition and will withstand the ordinary strains of packing and transportation. The property will be returned packed in the same or similar materials as received unless otherwise authorized by the lender. Costs of transportation and packing will be borne by the CAM unless the loan is at the lender's request. Customs regulations will be adhered to in international shipments, and the lender is responsible for adhering to his country's import/export requirements.

DISPLAY

The loaned property shall remain in the possession of the CAM and/or the other museums participating in the traveling exhibition for which it has been borrowed (the "participating museums") for the time specified on the face of this Agreement, but may be withdrawn from such exhibition at any time by the Director or Trustees of the CAM and/or any of the participating museums. Acceptance of this loan does not imply that the loaned property will be placed on public display. The exhibition period does not necessarily coincide in full with the loan period indicated on the face of this Agreement.

INSURANCE

The CAM will insure the loaned property wall-to-wall (while in transit and on location during the period of this loan) under its fine arts policy for the amount specified by the lender on the face of the Loan Agreement, against all risks of physical loss or damage from any external cause except the usual standard exclusions such as wear and tear, gradual deterioration, insects, vermin, inherent vice or damage sustained due to or resulting from any repairing, restoration or retouching process; nuclear reaction or radiation; risks of war, hostile or warlike action, insurrection, rebellion, civil war, and seizure or destruction under quarantine or customs regulations, confiscation, illegal transportation or trade. While insurance will be placed in the amount specified by the lender, the signing of this Agreement by the CAM does not constitute endorsement of the lender's stated value. Since its fine arts insurance is limited to the fair market value at the time of loss, the CAM cannot be responsible for more than the current fair market value of borrowed property or in the event of partial loss or damage, for more than the cost to repair or restore in addition to any resulting loss of market value. The CAM's liability shall not, in any case, exceed demonstrated fair market value.

If loaned property which has been industrially fabricated is damaged or lost, and can be repaired or replaced to the artist's specifications, the CAM's liability shall be limited to the cost of such repair or replacement. If no amount has been specified by the lender, the lender understands and agrees that the CAM will insure the property at its own estimated valuation. Such valuation shall not, however, be construed to be an appraisal by CAM.

The lender agrees that, in the event of loss or damage, recovery shall be limited to such amount, if any, as may be paid by the insurer, hereby releasing the CAM, each of the participating museums, and the Trustees, officers, agents and employees of each from liability for any and all claims arising out of such loss or damage.

If the lender chooses to maintain his own insurance, the CAM must be supplied with a Certificate of Insurance naming the CAM and each of the participating museums as additional insureds or waiving subrogation against the CAM and each of the participating museums. If the lender fails to supply the CAM with such a Certificate, this Loan Agreement shall constitute a release of the CAM and each of the participating museums from any liability in connection with the loaned property. The CAM shall not be responsible for any error or deficiency in information furnished to the lender's insurers or for any lapses in coverage.

If the lender chooses to waive insurance, this waiver constitutes a release of the CAM and each of the participating museums from any liability in connection with the loaned property.

PUBLICITY AND PHOTOGRAPHY

Unless otherwise notified in writing by the lender, the CAM shall have the right to photograph, telecast and reproduce the loaned property for educational, catalogue and/or publicity purposes.

RETURN OF LOANS

Upon expiration of the loan period, property will be released to the original lender, his authorized agent or legal successor. Unless the CAM is notified in writing to the contrary, loans will be returned only to the owner's address as stated on the upper portion of the face of this Agreement. If the CAM is unable to contact the lender within sixty (60) days after the termination of the loan period and prior special arrangements have not been made for the return of the property, the property will be placed in storage at the lender's risk and expense, and insurance coverage by the CAM will be discontinued.

California law provides that title to property loaned to the CAM may become vested in the CAM if such property remains unclaimed for an extended period of time and the lender fails to follow prescribed procedures to preserve his interest in the property. See California Civil Code §1899.

California law also requires that the lender notify the CAM promptly in writing of any change of address or change of ownership (whether by reason of death, sale, insolvency, gift or otherwise) of the property on loan to the CAM. If the lender fails to adhere to the prescribed procedures to preserve his interest in the property, the lender may lose his rights in the loaned property. See California Civil Code §1899.4. A new owner may be required to establish the legal right to receive the loaned property by proof satisfactory to the CAM. This Agreement shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the lender. (A form to report a change of address or ownership is available upon request.)

CROCKER ART MUSEUM

216 O Street • Sacramento, California 95814 • (916) 446-4677

RECEIPT

Loan No. _____

Date _____

The object (s) described below has (have) been received by the Crocker Art Museum subject to the conditions on the reverse.

From _____ Telephone _____

Address _____
(Street) (City) (State) (Zip)

For Gift Loan Purchase Examination

Other: _____

Via: _____

Value: _____ Insured by: _____

DESCRIPTION/CONDITION:

I have read and agree to the Conditions of Acceptance on the reverse.

Offered by _____ Date _____
(Signature)

Received by _____ Date _____
(Signature)

CROCKER ART MUSEUM

(Objects Listed are Received Under the Following Conditions

When Offered as Gifts

1. The Co-Trustees of the Crocker Art Museum will consider the objects in this receipt as an unrestricted gift offer without limiting conditions, to be used in any manner which is deemed to be in the best interest of the Crocker Art Museum, as governed by such policies and procedures for use, loan or disposal as from time to time may be adopted by the Co-Trustees. Acceptance of this gift does not imply it will be on permanent public display in the museum. This temporary acknowledgement will be followed by formal notice of the Co-Trustees' action on this offer.

When Offered as Loans

2. After reasonable (not less than ten [10] days) notice, property covered by this receipt may be removed from the museum by the lender or his duly authorized agent or legal representative upon surrender of this receipt or the delivery of the lender's written order. Temporary loans for exhibition purposes may not be removed before closing of the temporary exhibition for which they were lent.
3. It is incumbent upon the lender to notify Crocker Art Museum of any change of address. In case of the death of the lender, the legal representative is requested to notify the Director of the Crocker Art Museum in writing.
4. The Crocker Art Museum may request the removal at any time of property listed on this receipt by written notice sent by registered mail to the lender at the address shown on the face of this receipt (or last change of address sent by the lender). Failure of the lender to remove property within thirty (30) days after the mailing of such notice will permit the Crocker Art Museum to return such property to the lender by express collect, to deliver it to any warehouse company to be stored for the lender's account, or to otherwise dispose of it in any manner the Crocker Art Museum may elect. If articles lent under this agreement are not removed from the Crocker Art Museum during a period of fifteen (15) years and no renewal of this agreement made by that time, then said objects will become the property of Crocker Art Museum.
5. The Crocker Art Museum will exercise the same precautions in respect to loaned property as it does for the safekeeping of its own property, as well as maintaining insurance not to exceed reasonable market value. The absence of condition notes on this receipt does not imply that the material listed was received in good condition.
6. Attributions, dates and other information shown on the face of this receipt are as given by the lender. Any valuations or prices shown are those stated by the lender.
7. Acceptance of this loan does not imply the object(s) listed will be on extended public display in the museum.
8. The aforesaid conditions shall apply to all objects sent to the Crocker Art Museum on loan and cannot be altered, changed or waived except by written consent of the Director.

When Offered for Purchase

9. The Crocker Art Museum shall be responsible for the safekeeping of objects entrusted to it at the museum's request to the extent of exercising such precautions as are in force for the safekeeping and preservation of the property of the Crocker Art Museum itself. Insurance will be maintained at the value listed on the face of this receipt.
10. The Crocker Art Museum will assume no responsibility whatsoever for unsolicited material offered for purchase.
11. If the Crocker Art Museum does not desire to purchase objects described in this receipt, such objects will be surrendered to the owner or his legally authorized representative upon presentation of this receipt.