



BLACK BEAR BOX

North American Bear Center

Educational Outreach

TERMS AND CONDITIONS OF LOAN AGREEMENT

1. BLACK BEAR BOX™ is loaned for educational purposes in classroom settings for four-week periods according to availability.

2. PERIOD OF LOAN: Reservations are made in advance on the NABC website for a prearranged four-week loan period.

3. SHIPPING ARRANGEMENTS, PAYMENT AND NOTICE: Unless otherwise agreed to, the North American Bear Center will make all shipping arrangements.

A. The cost of shipping the Black Bear Box to the address set out above from the North American Bear Center and Borrower, and the cost of returning the Black Bear Box to the North American Bear Center is included in the Loan Fee.

B. Payments by credit card will be accepted only on line at www.bear.org where indicated. Advance loan fee must be paid in full in order to secure the requested Black Bear Box reservation dates.

C. Shipment of Exhibit to Borrower will not be made until Lender has received full advance payment.

4. FEE: The total loan fee for the Exhibit is \$150.00 (One Hundred and Fifty Dollars in United States currency).

5. INDEMNITY: The Borrower agrees to defend, indemnify, and hold harmless the North American Bear Center and its officials, agents, and employees from and against any and all loss of or damage to property or injuries to or death of any person, and from any and all



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claims, costs, damages, lawsuits, causes of action, judgments, suits, or proceedings of any kind brought against said parties for or as a result of any matter arising out of the NABC's loan of Black Bear Box to the Borrower.

6. PACKING, HANDLING, REPORTS AND LATE FEE:

A. The crate will be reused for re-packing and return shipping the Black Bear Box.

B. After the conclusion of use of the contents of the Black Bear Box at the Borrower's facility, and immediately prior to packing the objects for return to the NABC, Borrower will examine each object loaned. Borrower will notify the NABC Black Bear Box Coordinator of any change in the outgoing, as compared to the incoming condition.

C. Within seventy-two (72) regular Borrower working hours after the end of the Loan Period, the Borrower will have the Black Bear Box packed and ready for shipment. Shipping instructions provided by the NABC will be followed explicitly. If the Exhibit arrives late at the next Black Bear Box site as a result of the Borrower's failure to follow shipping instructions and meet shipment deadlines, Borrower will be liable to the NABC for any fee the NABC must refund to the next borrower, and for any resulting damages that the North American Bear Center must pay. This will be charged to Borrower's credit card on file.

D. If damage has occurred during transportation of the Black Bear Box to Borrower's location, Borrower will notify the carrier immediately. All packing materials will be saved until the carrier's agent has inspected the packing materials. Borrower will provide the NABC with photo documentation of any damages as soon as possible. Under no circumstances will Borrower attempt to repair damaged objects. Items will not be shipped or moved without prior agreement of the NABC. Damage must be reported to the NABC Coordinator immediately.

7. **DISPLAY:** Contents must be safely displayed. If objects are to be handled, please assure that all hands are clean.



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8. **CREDITS:** All advertising, promotional, or other informational material of whatever nature or kind concerning

the Black Bear Box, produced by or on behalf of either party, will carry the following credit:
ON LOAN FROM THE NORTH AMERICAN BEAR CENTER

9. **SECURITY:** At all times the Black Bear Box is in the care of the Borrower, the Borrower will be responsible for the security, protection, and preservation of the Black Bear Box. The Borrower will exercise its best efforts to protect and preserve each object loaned.

10. **REPRODUCTION OF OBJECTS:** Borrower may not reproduce any object loaned in any media (including photography) for commercial purposes or sale. Objects may be photographed only for educational, promotional, and publicity purposes and during preparation of condition reports.

11. **PUBLICITY:** The North American Bear Center will be entitled to advertise and promote the BLACK BEAR BOX™ to the degree and manner it chooses. Borrower and the NABC will cooperate in good faith with one another, and Borrower will deliver to the NABC copies of any advertising, promotional, or other printed materials prepared by or on behalf of the borrower in connection with material owned by the NABC.

12. **ENTIRE AGREEMENT:** This Agreement supersedes any and all other Agreements and understandings, oral or written, whether prior to or contemporaneous with this Agreement. The Loan Agreement and all rights arising there under are personal and cannot be assigned without written consent of the other party.

13. **CHANGES TO THIS AGREEMENT:** Any changes to this Agreement will be made in writing, signed by both parties.

14. **APPLICABLE LAW:** This Agreement will be governed by and construed and enforced



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according the laws of the State of Minnesota, United States of America.

15. **CONSTRUCTION AND SEVERABILITY:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or ability to enforce of any part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

16. **AUTHORIZED SIGNATORIES:** The BLACK BEAR BOX may be loaned for use in any school group or educational organization, but it is mandatory that the Loan Agreement be signed for by the individual who is ultimately financially responsible for its safety or well-being.