



MUSEUM OF NEW MEXICO

P. O. BOX 1727, SANTA FE, NEW MEXICO

units
of the
museum

ANTHROPOLOGY

LABORATORY
OF
ANTHROPOLOGY

PALACE
OF THE
GOVERNORS

FINE ARTS

STATE
ART MUSEUM

FOLK ARTS

MUSEUM
OF
INTERNATIONAL
FOLK ART

HISTORY

PALACE
OF THE
GOVERNORS

cooperating
organizations

SCHOOL
OF
AMERICAN
RESEARCH

ARCHAEOLOGICAL
SOCIETY
OF
NEW MEXICO

HISTORICAL
SOCIETY
OF
NEW MEXICO

SPANISH
COLONIAL
ARTS SOCIETY

INDIAN
ARTS FUND

INTERNATIONAL
FOLK ART
FOUNDATION

OFFICE OF THE DIRECTOR
PALACE OF THE GOVERNORS

September 29, 1961

Miss Laura Gilpin
Chairman, Indian Arts Fund
409 Camino del Monte Sol
Santa Fe, New Mexico

Dear Laura:

We invite your attention to the forthcoming Conference on the History of Western America, outlined in the enclosed program, which will be held in Santa Fe, October 12-13-14. Many of the sessions will deal with subjects which should be of special interest to your organization.

I hope you will be able to attend the Conference, and particularly the Friday night banquet at La Fonda.

Unfortunately the programs are in short supply so we are able to send them only to the officers of your organization. Please announce the Conference to your general membership at the October 10 meeting and extend our cordial invitation to them to attend.

Sincerely,

K. Ross Toole
K. Ross Toole
Director

Enclosure: as above

MILLERS FALLS
EZERASE
COTTON CONTENT

MUSEUM OF NEW MEXICO
P. O. Box 1727
Santa Fe, New Mexico

LOAN AGREEMENT No. 1 FA-1,
Page 1 of 2
Date: May 4, 1961

THE SPANISH COLONIAL ART SOCIETY, INC. (Lender)

Santa Fe, New Mexico

hereby agrees to lend to the Museum of New Mexico, and the Museum agrees to accept custody of, the Society's collection as hereinafter noted, for a period ending October 30, 1979, under the conditions given on the reverse of this sheet and such other conditions as may be listed below.

THE SPANISH COLONIAL
ART SOCIETY, INC.

(Lender)

MUSEUM OF NEW MEXICO

/s/ Erik K. Reed

(authorized to sign for organization)

/s/ K. Ross Toole

(authorized to sign for Museum)

SPECIAL CONDITIONS MADE A PART OF THIS AGREEMENT

- a) It is understood that the loaned objects covered by this agreement comprise the entire collection of the Spanish Colonial Art Society, Inc., and, further, that it is the intent of this agreement to assure secure housing, competent professional care, and effective use, by the Museum, of said collection during the entire period of the Society's corporate existence. The Museum accordingly accepts custody of the collection as it exists at the herein date, and agrees that any future changes in the collection made by the Society as noted in b, below, will be included in this agreement subject only to the Museum's standard regulations governing its acceptance of all loans.
- b) It is understood that the Society intends constantly to improve and augment its collection. To this end, it is agreed that should the Society wish to exchange items in its collection for better items, to sell duplicate items or items not relevant to its corporate purpose in order to obtain funds for the purchase of wanted items, or to use fragmentary or other defective material in its collection for dissection and study or for the repair of other items in its collection, it may do so.
- c) A fact basic to this and all other loan agreements which the Museum may enter into, is the Museum's necessity of accounting to the State legislature and fiscal officers for all collections in its present and anticipated custody, in support of its biennial budget requests for State funds to cover its planned housing, care, and use of said collections. At the same time, the Museum appreciates and will support in every way possible the objects of the Society as set forth in Article 4 of the Society's Certificate of Incorporation dated October 29, 1929. Therefore, it is understood that the present loan agreement does not affect the provisions of said Certificate except insofar as the conditions and time stipulations agreed to herein (necessary to the Museum for the reason stated above) may bear upon said provisions.

- d) Should the Society during the period of this agreement offer to make a gift to the Museum of its collection or any part thereof, as covered herein, acceptance of such an offer by the Museum is hereby guaranteed. Should the Society cease to function, through any cause and at any time during the period of this agreement, or should its charter terminate or be cancelled, or the corporation be dissolved or liquidated, its collection covered herein and any additions to it accepted into custody by the Museum during the period of this agreement, together with any financial or other assets existing in the name and title of the Society, shall become the property in fee simple of the Museum. The Society will immediately undertake legal steps to implement this proviso.
- e) When any objects in the Society's collection are exhibited by the Museum, the name "Spanish Colonial Art Society, Inc.," as owner, shall appear on relevant labels.
- f) It is agreed that during the period of this agreement no part of the Society's collection shall be removed permanently from New Mexico, and further that should the Museum come into legal possession of the collection, as noted in d, above, the Museum will not remove any part of it permanently from New Mexico.

STANDARD LOAN CONDITIONS

- 1) The Museum will exercise the same care in respect to loaned objects as it will in the safekeeping and preservation of its own property of similar kind or character, but it will not, and shall not be required to, carry any insurance against loss or destruction of or damage to such loaned objects. The Lender may continue his own insurance for the period of the loan, but the Museum will not accept responsibility for any errors or deficiencies in information furnished to the Lender's insurers, or for lapses in insurance coverage, arising from this practice.
- 2) Loaned objects may be exhibited, used, or stored by the Museum in accordance with current exhibition or research programming or storage procedures of the Museum division having them in its custody, without any restrictions upon their exhibition, use, or storage except as may be stipulated elsewhere in this agreement.
- 3) The Lender, as well as all qualified students and other interested persons, will have access to such loaned objects as may be stored by the Museum, during regular working hours of the Museum curatorial staff.
- 4) Loaned objects will be catalogued by the Museum division having them in its custody in accordance with the division's current cataloguing system. The Lender's name will appear in each pertinent record, and the Lender's mark or number, if any, will be left on each loaned object.
- 5) Loaned objects may be sent by the Museum to points outside of Museum premises in Santa Fe, New Mexico, only with the express written permission of the Lender, previously obtained. When so sent, objects will be packed and insured by the Museum.

permit alteration of their physical form or condition, except with the Lender's express written permission. In all cases of publication, illustration credits for loaned objects will be in the following form:

(Lender's name) Collection
Museum of New Mexico

- 7) The Museum may itself return, or may request in writing the Lender's withdrawal of, loaned objects upon termination of the stipulated loan period. Loaned objects not withdrawn by the Lender within 60 days after such withdrawal has been requested in writing by the Museum, or which the Museum itself has been unable to return to the Lender within said 60 days, at the end of said 60-day period may either be continued in use by the Museum in conformity with usage terms of this agreement, or stored by the Museum at the Lender's risk and expense, as the Museum may elect. If stored, the Museum may charge regular storage fees therefor, having and being empowered to enforce a lien for such fees. Loaned objects not withdrawn by the Lender within one year after the date of the Museum's first written request for withdrawal, and concerning which the Museum has made at least one additional written request for withdrawal at least one month after the date of its first request, shall at the end of that year become the unrestricted property of the Museum.
- 8) The term "Lender" as used herein shall mean the Lender or his or her duly authorized agent or legal representative. In case of death of the Lender, the legal representative of the deceased shall notify the Museum forthwith giving his full name and address in writing. Such legal representative shall submit proof of his authority, any necessary tax waivers, and such other documents and instruments as the Museum may require.
- 9) The Museum may require the Lender's written order for the return or delivery of loaned objects, and in all cases of such return or delivery shall require the Lender's signed receipt for same.
- 10) All written Museum requests or notices required by this agreement shall be considered sufficient if sent by registered mail to the Lender at his address last entered in the Museum's records.