



TEMPORARY CUSTODY AGREEMENT

The undersigned (“Owner/Agent/Lender”) hereby places the material(s) described herein, in the custody of Match-E-Be-Nash-She-Wish Tribe of Pottawatomi Indians (“Tribe”) for the indicated purposes, and subject to the terms and conditions, set forth.

Purpose:

Examination Donation Digital Donation Loan Other _____

Primary Contact Information:

Name: _____

Address: _____

Phone Number: _____ Email: _____

Secondary Contact Information:

Name: _____

Address: _____

Phone Number: _____ Email: _____

Communication Preferences *(Circle any that apply):*

In-Person Appointment Phone/Video Call Email Mail

Brief Summary of Materials Being Placed in Temporary Custody *(including any provenance information):*

Associated Documentation *(please list if applicable):*

TERMS AND CONDITIONS

Care and Handling

1. The Tribe will exercise the same care with respect to the material(s) in our temporary care, as it does with comparable property of its own collections.
2. The Tribe will not alter, clean, or repair material(s) in our temporary custody without full transfer of the materials(s) ownership or as approved by the Lender's instructions in the written Loan Agreement.
3. The Tribe will strive to handle all materials in its possession with the same level of care and respect for the materials within its own collections; however, neither the Tribe nor its employees will be held responsible for any damages to the listed materials above that may occur.

Reproduction and Credit

1. The Tribe assumes the right to photograph the material(s) placed in temporary custody for documentation purposes only.

Custody Period and Returns

1. Material(s) in Temporary Custody will remain in the Tribe's possession while undergoing all examination, digitization, and donation evaluation efforts. Examination and digitization may take up to 60 days to complete. Donation evaluation and accession processes or other identified tasks above may take up to 90 days to complete.
2. Unless requested otherwise, materials will only be returned to the Owner/Agent/Lender (Primary Contact) as indicated in the contact information provided above, and only to the address provided. The Owner/Agent/Lender shall promptly notify the Tribe of contact amendments including address or phone number. The Tribe assumes no responsibility to search for Owner/Agent/Lender who cannot be reached at the information provided in this Agreement.
3. The Tribe has the right to return material(s) in Temporary Custody at any time. If, after 30 days, staff have utilized all identified means of communication listed above and documented all attempts in writing, and the Owner/Agent/Lender cannot be found, fails to respond to any communication attempts during the 30-day period, or refuses to reclaim or make arrangements to repossess the listed materials above, it shall be deemed abandoned property, and the Tribe shall become the owner of the property.

Acknowledgment

The owner/agent/lender, by signing below, represents that the owner/agent/lender has read and understands the terms and conditions above, agrees to them, and freely and voluntarily signs below.

Signature: _____

Printed Name and Date: _____

(Owner, Authorized Agent, or Lender)

Signature: _____

Printed Name and Date: _____

(MBPI Employee)

Temporary Custody Number (assigned by THPO Staff): _____