

# INCOMING LOAN AGREEMENT: IL2019.1

**TENNESSEE STATE MUSEUM**  
James K. Polk Building  
505 Deaderick Street  
Nashville, Tennessee 37243-1120  
615.741.5794

**LENDER:** Kelly Spell  
Chattanooga Modern Quilt Guild  
4723 Lake Forest Drive  
Hixson, TN 37343  
225.335.1344

The above named, herein called the Lender, by the signature below, grants to the Tennessee State Museum, herein called the Museum, the loan of the object(s) described on the attached "List of Objects," and herein called the Object, subject to the following terms and conditions.

## TERMS AND CONDITIONS:

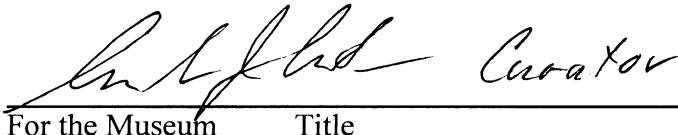
1. The Museum will give the same care and protection to the Object as it does to objects in its own collections. The Museum will provide reasonable protection from hazards of fire, dirt, theft, insects, unauthorized handling, strong artificial or natural light, and excessive heat and humidity.
2. The object will be available to the Museum on **January 18, 2019**. The Museum shall return the Object to the Lender on **May 30, 2019**. The loan has been made in order for the Museum to exhibit the object in the following manner: Exhibit named **Between the Layers: Art and Story in Tennessee Quilts**. The exhibit dates will be **February 8, 2019** through **July 7, 2019**. Lender agrees that the Object may not be reclaimed before the closing date. The Museum shall determine the duration and conditions under which the Object is exhibited. Any extension of this loan shall be in writing, prior to the closing date of the exhibit.
3. The Lender shall be responsible for the packing and crating of the Object for shipment to the Museum. The Museum shall return the Object in the same packing and crating in which it was received. Except when the Loan is made at the Lender's request, the Museum shall bear the costs of packing and transportation. Any costs of return transportation that result from shipment to a location other than the Lender's address listed above, will be charged to the Lender.
4. During the loan period, the Lender shall provide the Museum with written notice of any change of address. The Museum shall have no obligation to locate the Lender at any address not provided by written notice. Failure by the Lender to report a change of address may entitle the Museum to exercise its rights under the Abandoned Cultural Property Act of 1984.
5. During the loan period, the Lender, or his agent, shall notify the Museum in writing of any change in the ownership of the Object. A new owner may be required to provide proof of identity and title to the Object prior to its release by the Museum. Without written notification, the Museum shall have no obligation to locate any new owner. Failure by the Lender, or his agent, to report a change of ownership may entitle the Museum to exercise its rights under the Abandoned Cultural Property Act of 1984.
6. The Lender shall provide a condition report for the Object. The Museum shall make a condition report upon receipt and prior to return of the Object. Should damage, deterioration or loss become apparent during the loan period, the Museum will immediately notify the Lender. A report of the circumstances leading to the damage, deterioration or loss will be provided to the Lender.
7. The Museum will insure the Object when the Lender provides a written statement of the fair market value of the Object. In such cases, this agreement shall, in lieu of a certificate of insurance, serve as proof of insurance. If the Lender chooses to maintain insurance for the Object, a certificate of insurance will be provided to the Museum. If the Lender does not provide a statement of the fair market value of the Object, or a certificate of insurance, it is understood that the Museum will not be responsible for any damage or loss to the Object.
8. The Museum will make no examination of the Object using radiographic, radioactive, or any other means. The Museum may photograph the Object for educational and publicity purposes associated with the exhibit for which the Object was borrowed. The Lender may deny or restrict this privilege by written notice. Unless otherwise specified, the Lender will be suitably credited in any published photographs of the Object.
9. The Museum shall acknowledge the Lender for the loan of the Object. Within the exhibit, individual labels for the Object will be placed at the discretion of the Museum.
10. Guidelines established by the American Association of Museums and other professional museum organizations will apply to all aspects of this agreement

## OTHER TERMS AND CONDITIONS

- The Tennessee State Museum agrees to deliver the quilt to the QuiltCon convention on Feb. 19, 2019, exact time and location TBD. The quilt will be returned to the museum by the lender on Feb. 25, 2019.

• *On Feb. 25, 2019, this loan will be converted to a gift to the museum. KS*

 **Kelly Spell**, President Emeritus **1/18/2019**  
For the Lender Title Date

 **Linda L. Hudd**, Curator **1/18/19**  
For the Museum Title Date

# List of Objects From Chattanooga Modern Quilt Guild: IL2019.1

number	object	description	value
	Quilt	<i>Modern Basket</i> quilt	\$2,000.00

## Return Receipt

The above listed Objects were returned to the lender on \_\_\_\_\_

Returned for the Museum by

---

Name	Title
------	-------

Received for the Lender by

---

Name	Title
------	-------

# DEED OF GIFT

Revised October 2016

---

## THE TENNESSEE STATE MUSEUM

James K. Polk Building  
505 Deaderick Street  
Nashville TN 37243-1120  
615.741.2692 FAX 615.741.7231

**Kelly Spell, President Emeritus**  
**Chattanooga Modern Quilt Guild**  
4723 Lake Forest Drive  
Hixson, TN 37343  
225.335.1344

---

I, \_\_ Kelly Spell, President Emeritus of the Chattanooga Modern Quilt Guild \_\_, hereby give to the Tennessee State Museum absolute and unconditional ownership of the object described below, together with all copyright and associated rights which we have unless specifically denied in writing prior to the execution of this agreement. To the best of my belief, the objects included in this gift are free from all encumbrances and restrictions and since 1940 have not been imported or exported into or from any country contrary to its laws.

## DESCRIPTION OF OBJECTS DONATED:

*Modern Basket* quilt, completed 2019

**PROVENANCE:** It is important that the Tennessee State Museum have as complete a history as possible of the object constituting this gift, including any information and/or documentation on ownership, display and restoration, and any prior ownership, display and restoration.

This quilt was made for the challenge section of the QuiltCon convention in Nashville (February 21–24, 2019). It was inspired by the Basket Quilt (no. 21) by Mary High Prince and friends, Raus Community, Bedford County, 1863–64, illustrated in Ramsey and Waldvogel, *The Quilts of Tennessee*, 1986, p. 22. The challenge for QuiltCon required that the quilt include purple and small piecing. Here is a list of the makers of the quilt:

### Design Team:

Mary Keasler, Chattanooga, Hamilton County  
Jean Larson, Chattanooga, Hamilton County  
Kelly Spell, Hixson, Hamilton County  
Audrey Workman, Signal Mountain, Hamilton County

### Sewists:

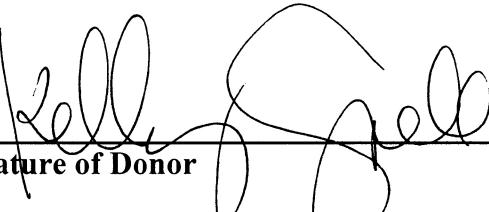
Pat Barber, Chattanooga, Hamilton County  
Sara Bradshaw, Spencer, Van Buren County  
Sheila Edwards, Ringgold, Georgia  
Gerry Haywood, Chattanooga, Hamilton County  
Ann Hurley, Ooltewah, Hamilton County  
Gail Johnson, Rossville, Georgia  
Theresa Kitchell, Signal Mountain, Hamilton County  
Catherine Price, Ooltewah, Hamilton County  
Stephanie Quesinberry, Chattanooga, Hamilton County  
Donna Rand, Chattanooga, Hamilton County  
Karen Sperry, LaFayette, Georgia  
Patricia Steadman, Dalton, Georgia  
Martha Steele, LaFayette, Georgia  
Leslie Wade, Ellijay, Georgia  
Helen Wiley, Chattanooga, Hamilton County

### Quilter:

Kelly Spell, Hixson, Hamilton County

**RECOGNITION OF DONORS:** If a donor would like to be recognized on label copy within an exhibition or in any potential press materials, the State Museum will accommodate this request wherever practical and appropriate. Please indicate if you or your institution would like to be recognized and, if so, exactly how that recognition should be written:

Gift of the Chattanooga Modern Quilt Guild

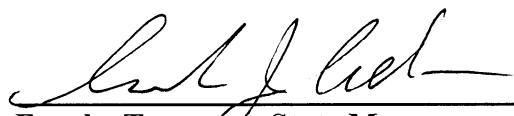
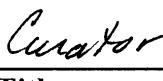


2/25/2019

**Signature of Donor**

**Date**

I hereby certify that the aforementioned objects have been accepted as a gift from the donor noted above and have been physically received by the Tennessee State Museum.

2/25/2019

**For the Tennessee State Museum**

**Title**

**Date**