



# STEPHEN F. AUSTIN STATE UNIVERSITY

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East Texas Research Center

R. W. Steen Library

P.O. Box 13055, SFA Station • Nacogdoches, TX 75962-3055

Office – (936) 468-4100 • Fax (936) 468-7610 • <http://libweb.sfasu.edu>

## Temporary Custody Deposit

Date Deposited: \_\_\_\_\_

Received from: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone number: \_\_\_\_\_

Received for the East Texas Research Center (ETRC):

Description of material:

Condition of material:

Item count: \_\_\_\_\_

Period of deposit: \_\_\_\_\_

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I have read and agree to the conditions on the reverse, and I certify that I have full authority to agree thereto.

Signature of owner/agent/depositor:

Date:

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Items returned to owner/agent/depositor are in the same condition they were delivered to ETRC

Signature of owner/agent/depositor:

Date:

Signature of ETRC Director:

Date:



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## CONDITIONS GOVERNING TEMPORARY DEPOSITS

In consideration of the mutual promises and obligations set forth herein, the ETRC and the depositor or depositor's agent agree to the following terms and conditions.

### PERIOD OF DEPOSIT

1. Item(s) are placed in the temporary custody of ETRC and documented by the Temporary Custody Deposit form for purposes including, but not limited to scanning and digital processing.
2. Item(s) placed in temporary custody with ETRC shall remain in its possession for the time specified on the face of this Temporary Custody Deposit form. Item(s) may be withdrawn from deposit or the deposit period extended by mutual agreement of the owner/agent and ETRC.

### CARE OF DEPOSITED ITEMS

3. ETRC will give item(s) in its temporary custody the same care provided to comparable property of its own. ETRC will use reasonable efforts to protect deposited item(s) from harm.
4. ETRC will not restore, clean, conserve, or otherwise alter the deposited item(s) without the written consent of the owner unless the immediate safety of the item(s) makes such actions imperative; in such cases, all reasonable efforts will be made to reach the Owner for verbal consent. The owner is responsible for the costs of the emergency alterations.

### INSURANCE

5. Employees of ETRC may approve temporary deposit of item(s) with ETRC for scanning, digital processing or other purposes. In these instances, it is understood that the deposit of item(s) is generally for the benefit of the owner/agent/depositor to accomplish an objective of interest to the owner and at the initiative of the owner. Given this instance, the owner/agent/depositor shall be informed that while providing reasonable care, ETRC is not liable and insurance coverage of the item(s) remains the responsibility of the owner/agent/depositor.

### RETURN OF TEMPORARY CUSTODY ITEM(S)

6. ETRC will not provide transportation for items deposited with it unless special arrangements are made in writing.
7. ETRC may request the return of any property deposited with it by written notice directed to the depositor at the address of record. If depositor does not make arrangements with ETRC for the return of item(s) within ninety days after such notice, then and in consideration for its (their) maintenance and safekeeping during such period, the agent/owner/depositor agrees that the item(s) shall become the unrestricted property of ETRC .

### CHANGE OF OWNERSHIP OR ADDRESS

8. If there is a change in the identity and/or address of the depositor/agent/owner, ETRC must be notified in writing. If someone other than the original depositor claims item(s), ETRC reserves the right to request proof of legal authority to receive the material before item(s) will be released.

### INTERPRETATION

9. ETRC accepts this deposit on the understanding that the depositor or authorized agent has legal title or full authority to make this deposit.
10. This agreement shall be construed in accordance with the laws of the State of Texas.