



Yellowstone Gateway Museum of Park County,
 Yellowstone Gateway Museum
 118 West Chinook St.
 Livingston, Montana 59047

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TEMPORARY RECEIPT

This object(s) has been received by the Yellowstone Gateway Museum of Park County, (YGM) on a temporary basis for one of the following purposes:

Gift – Potential gifts are considered for addition to the collections held in trust by the Yellowstone Gateway Museum.

The Yellowstone Gateway Museum does not accept donations with restrictions for exhibit or loan.
 This donation may be considered for addition to the following collections:

- Permanent – used for exhibit and research
- Teaching – used for hands-on activities and exhibit
- Exhibit Prop – used for display in office spaces

Loan – Accepted for: temporary exhibit study/identification

Purchase

Transfer

Field Collection

Source/Lender: _____
 (please print)

Address: _____

Home Phone: _____ Work/Cell Phone: _____ E-mail: _____

List objects (Include a brief physical description, including materials. Record provenance on reverse):

- NOTE:** 1) This form does not imply acceptance by the County. It documents objects held, but not owned, by the Yellowstone Gateway Museum.
 2) Unaccepted objects not retrieved within thirty (30) days after notification may be disposed of.
 3) Source/Lender is responsible for insurance, even while object is in the care of the YGM, until object is accessioned or a loan form is signed.
 4) The Source/Lender agrees to all terms set forth on pages one (1) and two (2) of this form.

Signature of Source/Lender: _____

Signature of YGM Staff Receiving: _____

Date: _____

If the donation or loan is not approved, the object may be (Source/Lender, please initial selection):

Returned to Donor Offered to another agency Disposed

Other (Please specify) _____

Returned to: _____
(Print name)

Signature: _____

Returned by: _____

Date: _____

Section completed by YGM staff		
Action Taken		<u>Date</u>
Accessioned (Permanent Collection)	_____	_____
Accessioned (Exhibit Prop)	_____	_____
Accessioned (Teaching Collection)	_____	_____
Offered to Other Institution	_____	_____
Returned to Donor	_____	_____
Other Action Taken	_____	_____
Notes:	_____	

Provenance Information: Please document objects individually, when possible, and attach additional pages as necessary. Consider the following questions about each object:

Who used this object? What is their story?
What is the object? How did it function?
When was the object used?

Where was the object used?
Why is this object significant?
How is it different from other examples?

What is the unique story of the object that will make it an important addition to the collection? Are there any photographs of the object being used, worn, etc. by owner? Could we get copies for the file?

Applicable Law/Venue

The construction, interpretation, and enforcement of this Temporary Receipt shall be governed by the laws of the State of Montana. The Courts of the State of Montana shall have jurisdiction over this Temporary Receipt and the parties. The venue shall be the Sixth Judicial District, Park County, Montana.

Sovereign Immunity

Pursuant to MT statute the Yellowstone Gateway Museum of Park County expressly reserve sovereign immunity by entering into this Temporary Receipt and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the Yellowstone Gateway Museum of Park County has sovereign immunity and only the Park County Commission has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Temporary Receipt shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

Indemnification

The donor shall release, indemnify, and hold harmless the Yellowstone Gateway Museum of Park County, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of the donor's failure to perform any of the donor's duties and obligations hereunder or in connection with the negligent performance of the donor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of the donor's negligence or other tortious conduct.