

THURGOOD MARSHALL STATE LAW LIBRARY DONATION & BAILMENT PROCEDURES AND PROCESSES, October 2020

a. Most communications about donations and bailments should be conducted through the Library Donations e-mail. The exceptions include initial contacts with judges and single item offers of a donation. The purpose of the Library Donations e-mail is for prospective donors to specially document their offer to the Library.

b. A **bailment** is a loan of an historical artifact by someone who wishes that the Library returns it to the bailor at some point in the future.

(i) Bailments are not inter-library loans.

(ii) All bailments must have an accompanying agreement, which must be dated, signed and witnessed. The Library shall keep the loan only for as long as the bailor or the bailor's estate wishes, subject to the Library's agreement with the bailor. A sample bailment agreement from the AOC Legal Affairs Department and dated 11/25/2019 is attached to this procedure.

(iii) As bailee, the Library will exercise the care in respect to the described property that a reasonably prudent person in the Library's situation would in safeguarding his or her own similar property, but the Library is not obligated to insure the described property while it is in the Library's possession. If bailor elects to maintain bailor's own insurance, the Library, as bailee, can accept no responsibility for any error or deficiency in information furnished to or by bailor's insurers nor for lapses in coverage. The Library shall notify bailor immediately if and when the Library discovers that the described property is damaged, destroyed, lost, or stolen.

(iv) Prospective bailment items shall be given to the Library Director or Deputy Director for an acquisition decision. All bailments should generally follow the Library's Collection Development Policy.

c. All **donated items**, which shall be limited to **books** and **historical artifacts**, should generally follow the Library's Collection Development Policy.

(i) All donated items are accepted with the understanding that the donation becomes the property of the Library. Library staff may add items to its collection or may choose to dispose of them for any reason.

(ii) Accepted donations and bailments will be acknowledged by posted letter or by e-mail. Letters will not define value of the donation or loan for tax or any other purposes but will acknowledge the item(s) given. Bailment agreements must be dated, signed and witnessed. All acknowledgements and bailment agreements shall be posted in G:\Library Staff\Collection Development and Management\Donations. Declined donation offers shall be kept in the Library Donations e-mail.

(iii) If a prospective donation consists of **non-Maryland books** from any year, they may be given to the Library Director or Deputy Director for an acquisition decision. Non-Maryland books that are to be added to the collection and are newer than 1849 may be given to the Head of Technical Services to catalog and add to the list of gift items, which is given annually to the appraiser.

(iv) If a prospective donation consists of **Maryland books** from any year, they may be given to the Maryland Collections Librarian for an acquisition decision. Maryland books that are to be added to the collection and are newer than 1849 may be given to the Head of Technical Services to catalog and add to the list of gift items, which is given annually to the appraiser.

(iv) If donated books are from 1849 or older and are acquired by the Library, they are sealed for six months to thwart pests and rot. All books from 1849 or older belong in the Special Collections Room. After cataloging by the Head of Technical Services, they are given to the Head of Collection Management, who will research potential replacement value. Any work less than \$1,000 will be added to the list of gift items, which is given annually to the appraiser. Any work (including multivolume sets or collections of commonly themed items) that is listed at \$1,000 or more will be retained for professional annual appraisal.

(v) All donated **historical artifacts** will be given to the Library Director or Deputy Director for an acquisition decision. The Library Director or Deputy Director will research potential replacement value. Any donated historical artifact that is listed at \$1,000 or more will be retained for professional annual appraisal.

(vi) If a donated book or a donated historical artifact is separately and individually added to the appraisal, then AOC Facilities Administration Fixed Assets will be notified of acquisition during the annual insurance process.

BAILMENT AGREEMENT

Thurgood Marshall State Law Library

This Bailment Agreement is made this ____ day of _____, 2019, between [Name] (“Bailor”) at [Address], and the Thurgood Marshall State Law Library (“Bailee”), a unit of the Maryland Judiciary, located at 361 Rowe Boulevard, Annapolis, Maryland, 21401.

In consideration of the following mutual promises, the parties agree as follows:

1. Subject Matter of Loan

The property described herein is received by Bailee for the purpose of storage, research, or display. The property received by Bailee is described as follows: [Description of Item(s)].

2. Duration of Loan

The described property shall remain in the possession of Bailee indefinitely, but may be displayed or placed into storage at any time by the Director of the Thurgood Marshall State Law Library. The loan shall terminate, and the property shall be returned to Bailor, upon written request by Bailor to the Director of the Thurgood Marshall State Law Library, or upon Bailee’s exercise of Section Six below.

3. Surrender of Property

The described property will be returned only to Bailor or to Bailor’s authorized agent or representative, or, in the event of the death of Bailor, to the authorized legal representative of the estate of Bailor.

4. Care of Property

Bailee will exercise the care in respect to the described property that a reasonably prudent person in Bailee’s situation would in safeguarding his or her own similar property, but Bailee is not obligated to insure the described property while it is in Bailee’s possession. If Bailor elects to maintain Bailor’s own insurance, Bailee can accept no responsibility for any error or deficiency in information furnished to or by Bailor’s insurers nor for lapses in coverage. Bailee shall notify Bailor immediately if and when Bailee discovers that the described property is damaged, destroyed, lost, or stolen.

5. Condition of Property at Time of Loan

The condition of the described property at the time of commencement of this agreement is as follows: [Describe Condition].

6. Request for Removal by Bailee

Bailee may request removal of the described property at any time by sending written notice to Bailor at the address of Bailor as shown in this agreement (or to the last change of address sent by Bailor to Bailee). If after twelve (12) months from the date of such notice the described property still shall not have been withdrawn by Bailor, the described property shall be deemed an unrestricted gift to Bailee.

7. Change of Address

It is incumbent on Bailor to notify Bailee of any change of address. In case of death of Bailor, the legal representative of Bailor is requested to notify the Director of the State Law Library in writing within sixty (60) days of the death of Bailor, with information as to whom and where notices should be sent.

9. Photographs of Property

Unless Bailee is notified in writing to the contrary, it is understood that the loaned property may be photographed and reproduced in the Bailee's publications and for publicity purposes, and that photographs may be made and distributed for educational use.

10. Alteration or Change of Agreement

The conditions prescribed in this agreement cannot be altered, changed, waived, or otherwise affected except by written consent of Bailee.

11. Maryland Law

The place of performance of this agreement shall be the State of Maryland. This agreement shall be performed, construed, interpreted, and enforced according to the laws of the State of Maryland. No action relating to this contract shall be brought in any forum other than Maryland.

[Remainder of page intentionally blank]

Signatures:

BAILOR:

Signature Date

Print

BAILEE:

Steve Anderson Date
Director, Thurgood Marshall State Law Library

WITNESS:

The foregoing agreement was signed by _____, Bailor, and by the Director of the Thurgood Marshall State Law Library in my presence.

Witness Signature Date

Print