

Agreement Between the Southern Railway Historical Association,  
Inc.  
and the Southern Museum of Civil War & Locomotive History

Whereas:

The Southern Railway Historical Association, Inc. (SRHA) is a non-profit (IRS Sec. 501 (c)(3)) educational/historical organization incorporated in North Carolina for the preservation and dissemination of information related to the Southern Railway, its predecessors, successors and affiliates.

The Southern Museum of Civil War & Locomotive History (Southern Museum) is a non-profit (IRS Sec. 501 (c)(3)) educational/historical organization incorporated in Georgia

SRHA has acquired, through various Corporate and individual donations, a unique collection of Southern Railway and Central of Georgia Railway engineering drawings, Company Presidents' files, Mechanical Department and Shop files

The Southern Museum operates a professionally staffed museum and archives facility in Kennesaw, Georgia

By this agreement, SRHA will place various collections from the SRHA archives on permanent loan (as defined hereinafter) at the Southern Museum for safekeeping, display and research.

Terms and Conditions:

1. Ownership and Loan Period

1.1 Ownership of all items from the SRHA Archives will remain the property of SRHA until the end of the loan period described hereinafter when ownership will, unless this agreement is terminated prior to such date, transfer to the Southern Museum.

1.2 SRHA agrees that the loan of the SRHA Archives materials will be "permanent" unless any of the following conditions apply:

a.) The Southern Museum determines that it does not want to keep and maintain the SRHA Archives collection. Upon six month's notice, SRHA will make arrangements to remove the collection from the Southern Museum property.

b.) The Southern Museum has a significant change of Charter, Organization, Ownership or Stated Purpose that eliminates or minimizes the stated purpose (Charter) of the Southern Museum on the date of this agreement.

c.) The Southern Museum (as determined by a neutral third party) does not maintain the SRHA Archives in a manner consistent with its other archives materials, or, does not allow the public or SRHA Archives Committee members' access to SRHA loaned materials as described in this document.

d.) If not through merger or combination with another railway historical organization, the SRHA is dissolved or does not hold an Annual Convention or Board of Directors meeting for two consecutive years. At the end of such two-year period the SRHA Archives will become the permanent property of the Southern Museum.

e.) It is agreed by the SRHA and the Southern Museum that at the end of a heretofore agreed period of twenty years (20), unless the Southern Museum shall have received written notice, on or before August 14, 2022, from the then duly acting and appointed SRHA Archives Director of the SRHA terminating this Agreement at the end of its term, that this loan will become an outright donation to the museum and full title, ownership and all rights, title and copyrights of all property described on this paper or appended inventory will revert to the Southern Museum to be used or disposed of by the museum in their unrestricted discretion.

## 2. Access to the SRHA Archives Collection

2.1 Southern Museum Professional and Volunteer Staff Members will have access to all materials in the SRHA Archives collection at any time the facility is open to museum staff members.

2.2 Authorized members of the SRHA Archives Committee will have full access to all materials in the SRHA Archives collection at any time the facility is open to museum staff members. (A current list of SRHA Archives Committee members, Attachment "A", will be maintained by the SRHA Archives Committee Chairman and made available to the Southern Museum.)

2.3 Public Access to any SRHA Archives materials will be available during times the Southern Museum archives facility is open to the public. Policies and procedures for public access to the SRHA Archives collection will be controlled by standard Southern Museum policies and practices.

2.4 The public, SRHA member and SRHA Archives Committee Members' rights to access the SRHA Archives materials as described in sections 2.1, 2.2 and 2.3 will continue beyond the expiration of the loan period described in Section 1 of this agreement. (That is to say, although ownership of the materials may pass

from the SRHA to the Southern Museum at the end of the stated 20-years, access to the collection, per Sections 2.1, 2.2, 2.3, 4.1, and 4.3 will continue beyond any change of ownership.)

### 3. Copying and Sales of SRHA Archives Materials

3.1 Public access to the SRHA Archives collection, including rights to make and sell copies of any material and publication rights will be consistent with existing and future Southern Museum policies and procedures and Section 3.2. Any revenues (after expenses) derived from Southern Museum's copy, reproduction or publication rights to materials in the SRHA collection will be used to defray the expense of storing and maintaining the SRHA Archives collection by the Southern Museum.

3.2 For a period of five years from the date of this agreement, the Southern Museum and the Chairman of the SRHA Archives Committee will determine which (if any) types or categories of SRHA Archives materials may be reproduced or published other than by the SRHA or a joint effort of the SRHA and the Southern Museum. (The intent of this section is not to limit access or small scale copying from the SRHA collection but to preserve publication revenues for a fixed length of time.)

3.3 SRHA will provide copies of all current SRHA publications to the Southern Museum to sell in the Museum gift shop or at Southern Museum sponsored events. All sales proceeds, after printing and shipping costs, will be retained by the Southern Museum and used to defray the expense of storing and maintaining the SRHA Archives collection by the Southern Museum.

### 4. Loans of SRHA Archives Materials

4.1 Both the Southern Museum and members of the SRHA Archives Committee will be permitted to temporarily remove materials from the SRHA Archives collection for off-site scanning or reproduction, under the control of the Southern Museum.

4.2 The Southern Museum is encouraged to participate in "inter library loans" with any recognized museum, library or historical organization. The Southern Museum will manage any loans to third parties.

### 5. Southern Museum of Locomotive and Civil War History Loan Document Requirements

5.1 Lenders Name (s): Southern Railway Historical Assn., Inc.  
Loan #

Address: P.O. Box 33  
City, State, ZIP: Spencer, NC 28159-0033  
Telephone: President, John Hawkins (504) 892-1915  
Archives Chairman: George Eichelberger (770) 438-2505  
Fax: c/o George Eichelberger (404) 962-5540  
Email: archives@srha.net

5.2 Date of Loan: From 8-15-2003 To: 8-14-2023

The Southern Railway Historical Assn, Inc. hereby loans to the Southern Museum of Civil War & Locomotive History all of its right, title, and interest in the property hereafter described, and loans it free and clear of restrictions or agreements except those stated in the previous Sections of this agreement to be used by the Southern Museum of Civil War & Locomotive History in its sole discretion. The SRHA understands the Southern Museum of Civil War & Locomotive History will manage this collection for a period of twenty (20) years unless terminated as hereinbefore provided.

The SRHA represents that the materials contained in this loan were, to the best of the SRHA's and its current officers' knowledge and belief, acquired legally and without encumbrance, and that The SRHA has the legal authority to transfer possession to the Southern Museum of Civil War & Locomotive History by this document.

### 5.3. Conditions Governing Permanent Loans to the Southern Museum of Civil War & Locomotive History:

This Loan represents an agreement between the Southern Museum of Civil War and Locomotive History and the Southern Railway Historical Association, a North Carolina Corporation. Specific terms and conditions of this loan are described in the previous sections of this document.

a.) Loans to the Southern Museum of Civil War & Locomotive History shall be recorded as unrestricted loans and the Southern Museum of Civil War & Locomotive History shall have the right to utilize permanent loaned property in the manner which best serve the Southern Museum of Civil War & Locomotive History and its collections in accordance with this Agreement. Acceptance does not imply that loans will be put on permanent display. Unless otherwise noted, all copy and literary rights are loaned to the Southern Museum of Civil War & Locomotive History.

b.) Acceptance of the loan is to be by the Acquisition and Accessions Review Committee and during the waiting period temporary possession is assumed

by the Southern Museum of Civil War & Locomotive History, subject to the rights retained by the SRHA in this Agreement.

c.) The Southern Railway Historical Association is assumed to be the legal owner of the property conveyed or its designated legal agent. The Southern Museum of Civil War & Locomotive History does not knowingly accept loans offered by someone other than the rightful owner.

d.) The Southern Museum of Civil War and Locomotive History will exercise the same care and responsibility in respect to the loaned items as it does in the safekeeping of comparable collections of its own.

e.) Unless other arrangements have been approved by the Director or the person in charge of the museum, the loan will be returned only to the SRHA, specifically the individual then serving as the SRHA Archives Director for the benefit and use of the SRHA membership.

f.) Unless permission is refused in writing it is understood that the items covered by this agreement may be photographed and reproduced for publicity purposes connected with their exhibition by the Southern Museum of Civil War and Locomotive History, for inclusion into the Museum's catalog, web pages, research purposes, publications and that slides and/or photographs may be made and distributed for educational purposes.

#### 5.4. Summary of Collection:

#### 5.5 Physical Description of objects(s):

Southern Railway Presidents' Files Collection  
Central of Georgia Railway Presidents' Files Collection  
Southern Railway Freight and Passenger Car Engineering Drawings Collection  
Central of Georgia Railway Freight Car Engineering Drawings Collection  
Other SRHA Archive Collections including, but not limited to, the Hayne Shop Collection, Coster Shop Collection, Photograph Collection and Southern Railway Film Collection, may be added to and made a part of this agreement.

#### 5.6 Background/History of object(s):

The Southern Railway Presidents' Files Collection was donated to the Southern Railway Historical Association by Norfolk Southern Corporation in 1997. The collection consists of the Southern Railway Executive Department files beginning with the first President of Southern Railway in 1896 through to the last President of the Southern Railway before it was merged with the Norfolk & Western Railway to form Norfolk Southern Corporation in 1982.

Central of Georgia Railway Presidents' Files Collection was donated to the SRHA with the Southern Railway Presidents' Files Collection just described. The collection consists of Central of Georgia (CofG) Executive Department files from approximately 1945 to the merger of the CofG with the Southern Railway in 1962.

The Southern Railway Engineering Drawings Files Collection was donated to the Southern Railway Historical Association by Norfolk Southern Corporation in 1994. The collection consists of virtually all of the original drawings for Southern Railway freight and passenger cars from approximately 1904 through 1980.

The Central of Georgia Railway Freight Car Engineering Drawings Collection was obtained as part of the Southern Railway Drawing collection already described. The collection consists of original drawings of CofG freight equipment from the early 1900s to 1962.

5.7 Estimated Value (must be designated by donor):

Not Applicable. SRHA is recognized as an IRS Sec 501(c)(3) organization by the U.S. Internal Revenue Service

5.8 Restrictions or Conditions (if none, write none):

Those described in previous sections of this document. Also, until the collection is completely catalogued, officers of Norfolk Southern Corporation who also serve as members of the SRHA Archives Committee may, in their sole judgment, act on behalf of Norfolk Southern Corporation to review, remove and destroy materials in the collection found to be overtly personal (such as company medical records) or internal legal or strategic documents less than forty years old.

All SRHA Archive Collections, including "other collections" as referenced in Summary of Collections will be put on permanent loan at the Southern Museum of Civil War and Locomotive History as time and resources permit. However, all collections, which may become a part of this agreement, will be placed on permanent loan within 5 years of the signing date of this document.

Lender(s) Signature(s):

Date:

John Hawkins  
President – SRHA

Dan Sparks  
Secretary – SRHA

Receipt of the above-described material(s) is acknowledged for and in behalf of the Southern Museum of Civil War & Locomotive History

Staff Signature/title:

Date: