

## Art Loan and Exhibition Agreement

Contract No. \_\_\_\_\_

This Art Loan and Exhibition Agreement ("Agreement") is entered into by and between The University of Toledo ("University") and the Lender named below for the purpose of displaying publicly the Lender's works of art set forth in Attachment 1 ("List of Work(s)"), attached hereto and hereby made a part of this Agreement ("Work(s)"), at The University of Toledo in the Exhibition Venue specified below.

The University of Toledo  Requesting Department:	Lender (" <u>Lender</u> ") Name: Address:  Phone: Email:
Art Loan Dates (including dates checked in Section 3): From: _____ To: _____	Value of Work: Lender's declared total value of the Work(s) \$ _____
<b>Exhibition Venue:</b>	
<b>Exhibition Title (if applicable):</b>	

The University and the Lender agree to the following terms and conditions:

- Possession of Work(s):** The Work(s) will remain in the possession of the University for the duration of the Art Loan Dates specified above. The Work(s) will be returned only to the Lender Authorized Official identified in Attachment 2 ("Contacts"), attached hereto and hereby made a part of this Agreement.
- Duty of Care:** The Lender and the University will cooperate to confirm the acceptable condition of the Work(s) upon arrival and departure, through the contacts listed on Attachment 2. The University will exercise the same care in respect to the Work(s) as it does in safekeeping its own property in the Exhibition Venue.
- Transportation:** The Lender will be responsible for transporting the Work(s) to and from the Exhibition Venue at its risk and expense. Packing, transportation and handling expenses, and risk of loss or damage incurred in the delivery of artworks/items from the Lender to the Gallery, and in their return to the Lender, shall be the responsibility of the Lender. Any Work(s) not removed within thirty (30) days after the Art Loan Dates will be deemed to be abandoned by the Lender.
- Installation:** Lender will unpack, make ready for presentation, and install (with the help of a Library staff) all artwork when it arrives at exhibition site. Lender must include special written instructions for Library staff with respect to any aspect of artwork that requires special care in handling or presentation. Lender will ensure all artwork is ready to hang using wire, french cleats or other approved hanging options after discussion with the gallery personnel.
- Lender Insurance:** Regardless, if the Lender elects to insure the Work(s), the University accepts no responsibility for loss or damage to the Work(s) and will not insure any Work. Furthermore, University is not liable to Lender for any conduct, performance, non-performance, decision, non-decision or other action related in any way to Agreement, and University is not liable to Lender for any direct, indirect, special, consequential, exemplary or incidental damages (including, without limitation, lost revenues, anticipated revenues or profits relating to the same) arising from any claim brought by Lender relating directly or indirectly to this Agreement.
- Sales and Ownership:** If the Lender contemplates selling the Work(s) during the period of the loan, the Lender will notify the University and delay conveying title and right of possession until after the period of the loan. If legal ownership of the Work(s) changes during the period of the loan, the provisions of this Agreement will remain binding upon Lender. The new owner may be required to establish his or her legal right to receive the Work(s) by proof satisfactory to the University prior to taking possession.
- Representations:** Any declared value(s) indicated on this Agreement have been provided by the Lender and are not to be considered as appraisals by the University. The fact that Work(s) have been in the University's custody will not indicate any endorsement by the University of the Work(s), lender or artist.
- Donation:** Any offer of Work(s) to the University as a gift, other than through section 3, will be made through The University of Toledo Foundation.
- Warranties** The Lender warrants that it is the owner of the Work(s), and/or has full power and authority to lend the Work(s) to the University and to permit public display. Unless the Lender has noted in Attachment 1 the existence of any special conditions governing the Work(s), such as copyrights or liens, the Lender warrants that no actions herein contemplated by the University will infringe upon any copyright in the Work(s). In receiving or surrendering Work(s), the University requires that the Lender comply with all governmental regulations.
- Termination:** Either party will have the right to terminate this Agreement with thirty (30) days written notice to the other party.
- Disputes:** The parties will attempt to resolve all disputes through informal means.
- Severability:** If any provision of this Agreement is held to be invalid, such invalidity will not affect any provisions which can be given effect without the invalid provision.
- Headings:** Headings used herein are for convenience only and will not be used to interpret its provisions.
- Governing Law:** This Agreement will be governed in all respects by the laws of the State of Ohio without regard to its rules regarding conflict of laws.
- Amendment:** This Agreement may only be amended by mutual written agreement of the parties.
- Counterparts:** This Agreement may be executed in counterparts which, taken together, will be deemed to constitute one and the same instrument. A signature delivered by facsimile, "pdf" or other electronic format, will be given the same legal effect as an original signature.

17. **Waiver:** No waiver of any term or provision of this Agreement will be deemed to be, or construed as, a further or continuing waiver of any such term or provision, or of any other term or provision. Nothing in this Agreement will be construed a waiver of the sovereign immunity of the State of Ohio.
18. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein.

**IN WITNESS WHEREOF**, duly authorized officials of the parties have entered into this Agreement as of the date of the last signature set forth below:

**For the University**

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

**For the Lender**

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

**Art Loan and Exhibition Agreement**

**Attachment 1**

**List of Work(s)**

Include the following information for each Work:

Title:

Artist's Name

Date of work:

Medium:

Dimensions: H:        W:        D:        Aprox. Weight:        lbs.

Insurance Value

Special conditions governing the Work(s), such as copyrights or liens:

Contact Name and Address for Copyright Clearance (if Applicable):

Photo Provided: Yes        No       

Permission to Reproduce: Yes        No

**Art Loan and Exhibition Agreement****Attachment 2****Contacts****University Contacts****Department Contact for Loan Approval**

Name:

Address:

City:

State:

Zip Code + 4:

Tel:

Email:

**Department Contact Performing Condition Check Upon Arrival and Before Departure**

Name:

Tel:

Email

Fax:

**University Authorized Official**

Name:

Address:

City:

State:

Zip Code +4

Telephone:

**Lender Contacts****Lender Contact for Condition Check Before Departure and Upon Arrival**

Name:

Address:

City:

State:

Zip Code + 4

Telephone:

Email:

**Lender Authorized Official**

Name:

Address:

City:

State:

Zip Code + 4

Telephone:

Email: