

# Birds in Art — 2018 —

## Loan Agreement

Artist's Name \_\_\_\_\_

Lender \_\_\_\_\_

(If not the artist)

Shipping Address (No P.O. Box #s) \_\_\_\_\_

Unless notified in writing, the artwork will be returned to this address.

City, State, Zip, Country \_\_\_\_\_

Daytime Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_

Cell \_\_\_\_\_ Email \_\_\_\_\_

### Address to send complimentary catalogue and invitation.

Mailing Address \_\_\_\_\_

City, State, Zip, Country \_\_\_\_\_

**PERIOD OF LOAN** (Artworks chosen for tour will be returned by January 15, 2020.)

### Arrival of artwork (please check one):

Artwork will arrive at the Woodson Art Museum no later than June 7, 2018.

Artwork will arrive at the Woodson Art Museum no later than July 20, 2018.

### Return of artwork (please check one):

Artwork is **not** available for tour and is to be returned to above address by December 30, 2018.

Artwork **is** available for tour and if selected for tour is to be returned to above address by January 15, 2020..

**INSURANCE:** I understand that the Museum will maintain insurance coverage according to the conditions on the reverse.

**PREPARATION FOR EXHIBITION AND TOUR:** It is the Woodson Art Museum's policy not to hang two-dimensional objects with wire.

**PLEASE REMOVE WIRE BEFORE SHIPPING YOUR ARTWORK.** Museum curators will remove any wire attached to paintings to ensure the safety of the artwork.

If necessary to ensure the safety of the object or to meet exhibition design requirements, may we reframe or remat the object?

Yes  No (Museum Curator/Registrar will call to discuss if necessary.)

May we apply a protective backing board to the framed object?  Yes  No

May we substitute Plexiglas for glass?  Yes  No May we return the object to you with Plexiglas?  Yes  No

I acknowledge that the Museum may secure hangers and security plates to the reverse of the frame or stretcher to ensure the safety of the object while on loan to the Museum and for the duration of the scheduled tour (if applicable).

I am the Lender or the authorized agent of the Lender and have read the conditions of this Loan Agreement and I agree to these conditions.

Lender's Signature \_\_\_\_\_ Date \_\_\_\_\_

Museum Registrar Jane M. Wauke Date: May 10, 2018

MUSEUM USE: Received by \_\_\_\_\_ Date \_\_\_\_\_

## CONDITIONS GOVERNING LOAN

### Care, Preservation, and Exhibition

1. The Museum will give to objects borrowed the same care as it does to comparable property of its own. Precautions will be taken to protect objects from fire, theft, mishandling, dirt and insects, and extremes of light, temperature, and humidity while in the Museum's custody. It is understood by the Lender and the Museum that all tangible objects are subject to gradual inherent deterioration for which neither party shall be responsible.
2. Evidence of damage at the time of receipt or while in the Museum's custody will be reported immediately to the Lender. It is understood that objects, which in the opinion of the Museum may be damaged due to infestation, may be fumigated at the discretion of the Museum.
3. The Lender will be requested to provide written authorization for any alteration, restoration, or repair. The Museum, for its own purposes, may examine objects by all modern scientific methods.
4. The Museum retains the right to determine when, if, and for how long objects borrowed will be exhibited, and to cancel the loan upon reasonable notice to the Lender. The Lender **MAY NOT** withdraw the object during the term of this Loan Agreement without good reason satisfactory to the Museum.

### Transportation and Packing

1. The Lender certifies that the objects lent are in such condition as to withstand ordinary strains of packing, transportation, and handling. A written report of the condition of objects prior to shipment must be sent by the Lender to the Museum. Otherwise, it will be assumed that objects are received in the same condition as when leaving the Lender's possession. Condition report records will be made at the Museum on arrival and departure.
2. Costs of incoming transportation and return shipping to place of origin or equivalent mileage will be borne by the Museum unless otherwise noted.
3. Government regulations will be adhered to in international shipments. As a rule, the Lender is responsible for adhering to its country's import/export requirements, and the Museum is responsible for adhering to the import/export requirements of the United States.
4. The Lender will assure that said objects are adequately and securely packed following the Museum's specific packing and crating instructions. Objects will be returned packed in the same or similar materials as received unless otherwise authorized by the Lender. We reserve the right to correct inadequate packing materials at the Lender's expense.

### Insurance

1. Objects will be insured by the Museum under its "all-risk" wall-to-wall policy for the amount specified on the Loan Inventory subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin, or inherent vice; repairing, restoration, retouching process; hostile or warlike action, insurrections, rebellions, etc.; nuclear reaction, nuclear radiation, or radioactive contamination. The amount specified by the Lender on the Loan Inventory, should reflect Fair Market Value. If the Lender fails to indicate an amount, the Museum, with the implied concurrence of the Lender, will determine a value for purposes of insurance for the period of the loan. Said value is not to be considered an appraisal.
2. If the Lender elects to maintain his/her own insurance coverage, prior to shipping the Museum must be supplied with a Certificate of Insurance naming the Museum as an additional insured and waiving the rights of subrogation. If the Lender fails to provide said Certificate, this failure shall constitute a waiver of insurance by the Lender (see No. 4 below). The Museum shall not be responsible for any error or deficiency in information furnished by the Lender to the Insurer or for any lapses in such coverage.
3. In the case of long-term loans, it is the responsibility of the Lender to notify the Museum of current insurance valuations.
4. If insurance is waived by the Lender, this waiver shall constitute the agreement of the Lender to release and hold harmless the Museum from any liability for damages to or loss of the loan property.

5. The amount payable by insurance secured in accordance with this Loan Agreement is the sole recovery available to the Lender from the Museum in the event of loss or damage. Any recovery for depreciation or loss of value shall be calculated as a percentage of the insured value specified by the Lender in the Agreement.

### **Reproduction and Credit**

Unless otherwise notified in writing by the Lender, the Museum may photograph or reproduce images of the objects borrowed for educational, catalogue, and publicity purposes, including digital images on the Museum's website and social media. Unless otherwise instructed in writing, the Museum will give credit where appropriate to the Lender as specified on the Loan Inventory in material published by the Museum.

### **Change in Ownership and/or Address**

It is the responsibility of the Lender or his/her agent to notify the Museum promptly in writing if there is a change in ownership of the objects (whether through inter vivos transfer or death) or if there is a change in the identity or address of the Lender. The Museum assumes no responsibility to search for a Lender (or owner) who cannot be reached at the address of record.

### **Return of Loan**

1. Unless otherwise agreed to in writing, a loan terminates on the date specified on the face of this Agreement. If no date is specified, the loan shall be for a reasonable period of time, but in no event to exceed two years. Upon termination of a loan, the Lender is on notice that a return or renewal must be effected, or else a gift of the object will be inferred.
2. An object will be returned only to the Lender of record or to a location mutually agreed upon in writing by the Museum and the Lender of record. In case of uncertainty, the Museum reserves the right to require a Lender/Claimant to establish title by proof satisfactory to the Museum.
3. If the Museum's efforts to return an object within a reasonable period following the termination of the loan are unsuccessful, then the object will be maintained at the Lender's risk and expense for a maximum of two years. If after two years the object has not been claimed, then and in consideration for maintenance and safeguarding, the Lender/Owner shall be deemed to have made the object an unrestricted gift to the Museum.

### **Applicable Law**

1. This Loan Agreement supersedes any other agreement, oral or written, and contains the entire agreement between the parties hereto on the subject matter thereof. No amendment or supplement to this Loan Agreement nor any subsequent agreement, statement, representation, or promise made by either of the parties hereto or by or to any employee, agent, or representative of either party shall be of any effect, unless written and signed by the party to be bound thereby.
2. This Agreement shall be construed in accordance with the law of the state of Wisconsin.
3. If either party files an action or brings proceedings against the other arising out of this Loan Agreement, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable attorney's fees to be fixed by the court.