

DAAP Galleries

College of Design, Architecture, Art and Planning
University of Cincinnati
513.556.2839
PO Box 210016
Cincinnati, OH 45221-0016

ARTWORK LOAN AGREEMENT

Gallery Location: _____

Exhibition: _____

Delivery Date: _____

Date of Installation: _____

Date of De-Installation: _____

Credit line for label and catalogue: **PLEASE PRINT CLEARLY**

ARTIST: _____

TITLE OF WORK: _____

LENDER: _____

(name, address, _____

telephone and email) _____

MEDIA (of work): _____

DIMENSIONS: _____

ESTIMATED _____

VALUE OF WORK: _____

LENDER'S _____

SPECIAL INSTRUCTIONS: _____

RETURN ADDRESS/SHIPPING INSTRUCTIONS: _____

I have read and agree to the attached Terms and Conditions governing the Artwork Loan Agreement printed on the reverse, and certify that I am the owner or the agent of the owner authorized to agree thereto. I understand that by signing this Agreement, I agree to be bound by all of the provisions set forth herein.

Lender's Signature

Name and title of Lender

Date:

Signature of Authorized Contracting Officer
of the University of Cincinnati:

Date:

Please sign, date, and return the completed Agreement to the University of Cincinnati. A countersigned copy will be returned to you.

TERMS AND CONDITIONS GOVERNING ARTWORK LOAN AGREEMENT

General: The University of Cincinnati ("UC") agrees to exercise the same care with respect to loaned property ("Artwork") as it does in the safekeeping of comparable works owned by UC. UC assumes no responsibility for and Lender shall hold UC harmless from any losses or damages that result from design or manufacturer defects in the Artwork.

Any Artwork loaned to UC for exhibition shall remain in its possession for the term specified. But, UC has sole discretion as to whether, for how long, and in what manner objects loaned to it shall be exhibited. If UC, in its sole discretion, deems any Artwork to be unsafe, unstable, or unsuitable for exhibition, UC may refuse to take possession of the Artwork and exclude such Artwork from exhibition. UC, in its sole discretion, may withdraw the Artwork from exhibition at any time. UC also has the right to determine which written and interpretive materials will accompany the exhibition.

Ownership: Except as set forth herein by Lender, Lender warrants that it has all right, title and ownership interest in the Artwork, and that the Artwork is not subject to any ownership, lien, encumbrance, copyright infringement or other claim by any other person or entity. Lender agrees that it shall not take any action to limit or affect this warranty during the term of this Agreement unless it obtains the advance written consent of UC.

If the legal ownership of the Artwork changes while the Artwork is held by UC, the new owner will be required to establish its legal right to the Artwork in a manner satisfactory to UC. It is incumbent upon Lender to notify UC of any change of address.

Insurance: UC maintains fire and extended coverage insurance on all property owned by UC or within its custody or control. This insurance coverage can be extended to cover works of art placed on loan for exhibition purposes, if the works are not insured by the Lender. If the Artwork is covered by UC insurance, then Lender agrees that UC will handle issues related to insurance. In no event will UC be liable to Lender for damages in excess of the amount of any insurance recovery from the UC insurance program or for any loss or damage due to causes excluded from coverage under UC's insurance program. Lender shall arrange coverage for the Artwork while in transit with the transit carrier. UC accepts no responsibility, and Lender releases UC from liability arising from Lender's failure to maintain or arrange for adequate insurance coverage.

If preferred, Lender may continue its own insurance for the term of the loan. However, UC will not accept responsibility for any errors or deficiencies in information furnished to Lender's insurers or for any lapses in coverage. Prior to the shipment of the Artwork, UC must be supplied with a certificate of insurance naming UC as an additional insured. It is understood that any Lender insuring its own Artwork automatically waives right of subrogation. If Lender fails to receive a waiver of subrogation in favor of UC, Lender agrees to release UC from all liability in connection with the Artwork.

Catalogue and Publicity: Unless informed otherwise in writing by Lender, UC is authorized to photograph, record, and reproduce in any media the Artwork for catalogue publications and for archival, educational, and publicity purposes. Furthermore, unless UC is notified in writing to the contrary, the general public is authorized to photograph the Artwork.

Sales of Artwork: If Artwork placed on loan for exhibition purposes is available for sale to the public, the UC gallery staff will refer interested parties to Lender. All sales are between Lender and the potential purchaser. UC does not distribute price lists, nor are price lists to be placed in any UC gallery. Any Artwork sold must remain in the exhibition for the full duration of the exhibition term as specified in this Agreement.

Responsibilities of Lender – Installation: Artwork must be properly cured, dry, and ready to hang or display, with framing and suitable hanging hardware. All technology requirements are to be fulfilled by Lender. UC is not required to provide any projectors, televisions, DVD players, power cords, or any other materials.

Lender shall provide all required pedestals. Lender shall ensure proper construction of the pedestal, and shall apply a matching final coat of approved "gallery white" paint.

Artwork that will in any way damage UC facilities beyond reasonable hanging requirements will not be allowed and such Artwork can be refused. If damage is incurred to UC facilities beyond simple cleaning and appropriate wall repair (i.e., filling a nail or screw hole with spackle), Lender will assume the cost of required repairs, as determined by UC.

UC will not insure Artwork that is not securely installed and assumes no responsibility for damage that occurs to the Artwork as a result of falling, tipping, or other effects of gravity. If Lender is unsure of the proper practices of installing Artwork, Lender shall consult with UC gallery staff. In no event will UC be liable for Artwork that is improperly installed.

Responsibilities of Lender – De-installation: Lender must remove Artwork from UC facilities. Artwork is to be removed on the date stated in this Agreement. UC is not responsible for Artwork Lender fails to remove as specified by this Agreement.

After the Artwork is removed, the walls are to be touched up with spackle, holes filled, and sanded smooth by Lender. Walls must be returned to their state prior to the exhibition and Lender and UC gallery staff will determine if these requirements are satisfied.

Shipping Arrangement: Unless otherwise indicated, the cost of packing and transportation of the Artwork to UC will be paid by UC. Nevertheless, UC assumes no responsibility for shipping, packing, or handling costs that exceed \$_____. The method of shipment shall be agreed upon by both parties. Lender certifies that the Artwork is in such a condition as to withstand the ordinary strains of packing, transportation, and handling. Lender shall ensure that the Artwork is adequately and securely packed for the type of shipment agreed upon, including transmitting to UC any special instructions for unpacking.

The cost of de-installing, repacking, and returning the Artwork to Lender will be paid by Lender.

Hold Harmless Clause: Lender shall defend, indemnify and hold harmless, UC and its representatives from and against any and all claims, demands, causes of action, damages, liability, judgments, loss, or costs and expenses, including attorney's fees and expenses of investigation, which may be suffered or incurred by any of them, or which may be claimed or alleged against any of them by any person or entity related in any way to the performance of this Agreement.

Governing Law: This Agreement shall be governed by and construed under the laws of Ohio, which shall also be the forum for any litigation arising from or incident to this Agreement. This Agreement may not be assigned by either party without the express written consent of the other, in advance.

Entire Agreement: This Agreement and attachments referenced herein, if any, constitute the entire understanding between the parties with respect to the subject matter hereof and may be amended at any time only upon mutual written agreement of the parties. In the event of any conflict between this Agreement and any writings, forms, or documents of Lender, the terms of this Agreement shall be controlling.

UC, in its discretion, may terminate this Agreement at any time and without notice. Lender may terminate this Agreement by giving UC 60 calendar days advance written notice.