

University of California, Davis Art Exhibition Loan Agreement

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SANTA BARBARA • SANTA CRUZ

RISK MANAGEMENT SERVICES

202 Cousteau Place, Suite 115
Davis, California 95618
Phone No: (530) 757-8391
Fax No: (530) 757-8385

Gallery/Museum: _____ Address: _____

Phone #: _____

Exhibition Loan Purpose:

Title/Dates: _____

Location: _____

Loan Period will Commence on: _____ Terminate on: _____

Lender:

Name: _____ Address: _____

Phone #: _____ Alternate Phone #: _____

Contact Person if Other than Lender: _____ Contact Phone #: _____

Email: _____

(unless otherwise instructed Gallery/Museum will ship work to and from this address) (Gallery/Museum Registrar will contact the Lender regarding shipping arrangements)

Credit: (Exact form of lender's name for labels, catalogue and/or publicity)

Object Description (Hereafter "Work") is described in Exhibit A attached & Incorporated

Artist: _____ Date: _____

Title: _____

Medium/Support: (Painting, drawing, photograph, works on paper) (excl. mat or frame) (inches)

_____ H x W

Sculpture:

_____ H x W x D

Accessory: (Frame, Pedestal, etc.)

_____ H x W x D

* Work will be returned to the Lender in its original condition unless other arrangements are made with the Gallery/Museum in writing.

Notes on Condition: (please attach additional sheets if necessary)

Insurance: (The Gallery/Museum will insure the Work unless noted below)

Estimated Fair Market Value (USD): _____ Lender Will Maintain Insurance for the Work? Yes No

If Lender provides insurance, Lender shall furnish the Gallery/Museum with a certificate of insurance evidencing coverage and naming The Regents of the University of California" (and participating institutions) as additional insured(s) for the duration of the loan period. Such certificate shall be provided to Gallery/Museum *prior* to shipment of Work.

Copyright:

Do you Own copyright to the Work? Yes No If Not, Who Does: _____

Photography: (Except as Marked and initialed below, the Lender agrees the Gallery/Museum (and any participating institutions) may)

- a. Reproduce the Work in Gallery/Museum publications and publicity, including film or videotape.
 b. Make slides or videotape for educational use.
 c. Permit the general public to photograph the Work.

The Lender hereby agrees to loan to The Regents of the University of California, on behalf of its _____ (Gallery/Museum) the Work described herein for the purposes and subject to the terms and conditions set forth. The Lender acknowledges that s/he has full authority and power to make this loan, and that s/he has read the conditions above and on the reverse side of this form and that s/he agrees to be bound by them.

Signature of Lender: _____ Date: _____

Name/Title of Lender: _____

University Approval: (Approved for The Regents of The University of California)

Signature: _____ Name/Title: _____ Date: _____

Please complete, sign and return the original, the copy is for your records, a countersigned copy will be returned to you.
EXHIBITION LOAN AGREEMENT
Conditions Governing Loan Agreement

A. GENERAL

1. The conditions set forth on this form apply to all objects lent to The Regents of the University of California on behalf of its _____ (Gallery/Museum) and cannot be altered, changed, waived or otherwise amended except as agreed in writing.
2. Attributions, dates and other information shown on the face of this Agreement which pertain to the loaned property are as given by the Lender unless otherwise specified. This Agreement is not intended to confirm the accuracy of the information.

B. CARE AND PRESERVATION

1. The Gallery/Museum will give loaned property left in its custody the same care provided to similar property of its own. It is understood that all property is subject to inherent deterioration for which neither party is responsible.
2. It is agreed that if condition notes are supplied by the Lender, the Gallery/Museum will verify their accuracy. If condition notes are not supplied by the Lender the Gallery/Museum will assess the condition when the property is received and this assessment will establish the condition of that property at the time of the loan.
3. The Gallery/Museum will give prompt notice to the Lender in case of damage and/or loss to the property at the time of receipt or while in custody of the Gallery/Museum.
4. The Lender will be requested to provide written authorization for any restoration or of any alteration or repair to the loaned property that is undertaken on his/her behalf by the Gallery/Museum unless:
 - a) immediate action is required to protect the loaned property or other property in custody of the Gallery/Museum or
 - b) the loaned property has become a health and safety hazard. (See California Civil Code 1899.6)

C. TRANSPORTATION AND PACKING

1. The Lender certifies that the loaned property is in such condition as to withstand ordinary strains of packing and transportation and handling.
2. Costs of transportation and packing both to and from the Gallery/Museum will be borne by the Gallery/Museum unless the loan is at the Lender's request. The method of shipment must be agreed upon by both parties.
3. Customs regulations will be adhered to in international shipments and the Lender is responsible for adhering to his/her country's import/export requirements.

D. EXHIBITION

1. Acceptance of this loan does not imply that all loaned property will be placed on public display. The exhibition period does not necessarily coincide in full with the loan period indicated on the face of this agreement.
2. The loaned property shall remain in the possession of the Gallery/Museum and/or other institutions participating in a traveling exhibition for which it has been borrowed (the "participating institutions") for the time specified on the face of this Agreement, but it may be withdrawn from such exhibition at any time by the Director and/or other authorized staff member of the Gallery/Museum and/or any of the participating institutions.

E. INSURANCE

A. LENDER PROVIDES INSURANCE. If the lender elects to provide insurance on the objects, the lender agrees that the Gallery/Museum will not be liable for any loss of or damage to the objects, for any error or deficiency in the information furnished to or by the lender's insurers, or for lapses in coverage. In addition, the lender must provide the Gallery/Museum with a Certificate of Insurance naming "The Regents of the University of California" as an additional insured, or provide a waiver of subrogation executed by the lender. Otherwise, the Agreement will constitute a release of The Regents of the University of California from any liability in connection with the objects. If in the event insurance coverage is maintained by the lender, the lender shall notify the Gallery/Museum in writing of any change in insurance coverage.

B. GALLERY/MUSEUM PROVIDES INSURANCE. If the lender elects not to provide insurance on the objects lent to the Gallery/Museum, the objects will be insured by the Gallery/Museum against all risks of loss or damage. The insurance policy excludes breakage of glass, but includes damage done thereby, and excludes damage sustained during conservation/restoration processes. The insurance policy covers loans wall-to-wall during transit and on location during the period of the loan. The lender agrees to accept U.S. Government Indemnity, if applicable, at U.S. dollar value as of the date of this Loan Agreement. The amount payable by this insurance is the sole recovery available to the lender in the event of loss or damage.

1. Basis of Valuation:

- (a) Objects on loan or entrusted from museums, art galleries and the like: Museum values will be accepted where such value has been established to the satisfaction of the knowledgeable University representative and the lending institution.
- (b) Objects on loan or entrusted from private collections or individuals: Declared Value or Fair Market Value whichever is the lower at the time of loss. If an Agreed Value is to be used, it must be supported by up-to-date evidence of value (i.e., a qualified appraisal) which has been submitted to and agreed by London Underwriters prior to acceptance of the objects.

Declared Value shall mean the valuation of an object, loaned or entrusted to the University under this Policy, declared by the owner as representing the current market value at the time such object is insured under the policy.

Fair Market Value shall mean the valuation of an object, loaned or entrusted to the University and mutually agreed upon by the owner and London Underwriters as representing the amount for which such object could have been sold immediately prior to physical loss or damage which reduces the value of the object to the owner and results in a claim for loss.

Agreed Value shall mean the valuation of an object loaned or entrusted to the University and accepted by London Underwriters as being the value of the object for the purposes of adjusting a claim for physical loss or damage.

- (c) Pairs and Sets: In case of loss or damage, the insurance is extended to cover as a part of such loss the reduction in value in pairs or sets when the said reduction in values results from the damage or destruction of other parts of the set.
2. If the lender fails to indicate an amount, the Gallery/Museum, with implied concurrence of the lender, shall set a value for purposes of insurance for the period of the loan. Said value is not to be considered an appraisal. In the case of long-term loans, it is the responsibility of the lender to notify the Gallery/Museum of changes in insurance valuations.
 3. If a work which has been industrially fabricated is damaged, and it can be repaired or replaced to the artist's specifications, the Gallery/Museum's responsibility will be limited to the cost of such repair or replacement.

F. CHANGE OF OWNERSHIP AND/OR ADDRESS

1. In accordance with Section 1899, et seq. of the California Civil Code, the Lender shall notify the Gallery/Museum promptly in writing of any change of address or change of ownership (whether by reason of death, sale, insolvency, gift, or otherwise) of the loaned property. If the Lender fails to adhere to these prescribed procedures to preserve his/her interest in the loaned property, the Lender may lose his/her right therein. (See California Civil Code 1899.4). California law provides that title to property loaned to the Gallery/Museum may become vested in the Gallery/Museum if such property remains unclaimed for an extended period of time and the Lender fails to follow prescribed procedures to preserve his/her interest in the loaned property. (See California Civil Code 1899). A new owner may be required to document its legal right to receive the loaned property, by proof satisfactory to the Gallery/Museum. This agreement shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the Lender. (A form to report a change of address or ownership is available upon request.)

G. RETURN OF LOANED PROPERTY

1. Upon expiration of the loan period, loaned property will be released to the original Lender, his/her authorized agent or legal successor. Unless the Gallery/Museum is notified in writing to the contrary, loaned property will be returned only to the Lender's address as stated on the face of this agreement. If, at the request of the Lender, the loaned property is to be returned to any address other than that on the face of this agreement, the Lender shall pay any additional cost necessitated by such a change, unless otherwise agreed in writing by the Gallery/Museum.
2. The loan period specified on the face of this Agreement may be modified only by a written amendment to this Agreement, signed by both parties.
3. If the Gallery/Museum is unable to contact the Lender within sixty (60) days after the termination of the loan period and prior special arrangements have not been made for the return of the loaned property, the property will be placed in storage at the Lender's risk and expense, and insurance coverage by the Gallery/Museum will be discontinued.