

# **SAMPLE TRAVELING EXHIBITIONS LOAN AGREEMENT**

***N. B. This is a sample and your own attorney should review it before being used by your museum.***

< Your Museum Name>

## **LOAN AGREEMENT**

THIS AGREEMENT is entered into by and between <Your Museum>, a non-profit institution, ("Lender") and <Borrowing Institution>, ("Borrower") <Address of the Borrowing Institution>, as of the date of this signing.

1. **LOAN CONTENTS:** The contents of the loan will consist of those items described in Exhibit "A" attached, and hereafter referred to as "Exhibition".

2. **PERIOD OF LOAN:** The Exhibition will be displayed publicly by the Borrower between <date> and <date>. Thereafter, the Borrower will return the Loaned objects to <Your Museum>, or forward it to such other borrower as <Your Museum> requests. The Borrower will forward the Exhibition as instructed.

Borrower's shipping address is:

< >

The name of the contact person for Exhibition is: < >

3. **SHIPPING ARRANGEMENTS, PAYMENT AND NOTICE:** Unless otherwise agreed to, <Your Museum> will make all shipping arrangements for the Exhibition and will provide the Borrower with estimates of the cost, if available. Borrower will pay the cost of shipping the Exhibition to the address set out above from <Your Museum> and borrower will also pay the cost of returning the Exhibition to <Your Museum> or another borrower as instructed. Payment of shipping costs, if applicable, will be due and payable upon receipt by the Borrower of an invoice from <Your Museum>.

4. **WITHDRAWAL OF OBJECTS:** <Your Museum> reserves the right to withdraw one or more objects of the Exhibition and may substitute similar examples if required. If withdrawal is requested by <Your Museum>, the Borrower will respond promptly and cooperate fully, following all packing and shipping instructions.

5. **FEE:** The total Fee for the Exhibition is \$US < > (<Spell Out the Amount> Dollars in United States currency). The Borrower will pay a deposit fee of <Spell out the Amount> Dollars in United States currency \$< > (Fee) upon execution of this Agreement, and the remaining balance at the time the Exhibition open. Payment shall be made to <Your Museum Name and Address>.

6. **INSURANCE:** <Your Museum> agrees to provide insurance for the duration of the exhibition period, including during shipping to and from the Borrower, against all risks excluding negligence, gross misconduct and all other acts of Will. The coverage will cover crates and display materials

<Your Museum> will provide borrower with a certificate of insurance proving evidence of insurance coverage maintained by the Borrower and the fact that <Your Museum> has been named as additional insured under the Borrower's policy. The Certificate of Insurance will be attached to this Agreement prior to execution.

7. INDEMNITY: The Borrower agrees to defend, indemnify, and hold harmless <Your Museum> and its officials, agents, and employees from and against any and all loss of or damage to property or injuries to or death of any person, and from any and all claims, costs, damages, lawsuits, causes of action, judgements, suits, or proceedings of any kind brought against said parties for or as a result of any matter arising out of <Your Museum>'s loan of Exhibition to the Borrower.

8. FACILITIES REPORT: The borrower has completed and delivered a facilities report to <Your Museum> and hereby affirms that all conditions reported therein will be in effect during the period of the loan for Exhibition, as set forth in this Agreement.

9. PACKING, HANDLING, AND REPORTS

A. All packing, unpacking and handling instructions must be followed explicitly. Packing materials must be stored in the unused packing crates while the Exhibition is being displayed. The crates will be reused for re-packing and shipping the Exhibition.

B. <Your Museum> will provide pre-shipping condition reports to the borrower. A condition report book, or books, will travel with the Exhibition. Within two days of receiving the Exhibition, examine each object and record the condition of each object in the condition report book.

C. After the conclusion of the public display of the Exhibition at the Borrower's museum, and immediately prior to packing the objects for return to <Your Museum> or next borrower, Borrower will again examine each Object Loaned. Borrower will note in the condition book any change in the outgoing, as compared to the incoming condition and will date and sign the book(s). The condition book(s) as supplemented, will be delivered by the Borrower to the company with contractual responsibility for transporting the Exhibition either to <Your Museum> or the next borrower.

D. Within seventy-two (72) regular Borrower working hours after the close of the Exhibition, the Borrower will have the Exhibition packed and ready for shipment. Shipping instructions provided by <Your Museum> will be followed explicitly. If the Exhibition arrives late at the next exhibition site as a result of the Borrower's failure to follow shipping instructions and meet shipment deadlines, Borrower will be liable to <Your Museum> for any fee which <Your Museum> must refund to the next borrower, and for any resulting damages which <Your Museum> must pay.

E. If damage has occurred during transportation of the Exhibition to Borrower's museum, Borrower will notify the carrier immediately. All packing materials will be saved until the carrier's agent has inspected the packing materials. Borrower will provide <Your Museum> with photo documentation of any damages as soon as possible.

Under no circumstances will Borrower attempt to repair damaged objects. Frames will not be opened. Items will not be shipped or moved without prior, informed agreement of <Your Museum>. All damage must be reported to <Your Museum> Registrar immediately.

10. DISPLAY OF EXHIBIT: Objects selected for exhibition must be properly, securely, and safely displayed on walls or supportive panels. Works will not be leaned against walls or set on tables for display.

The Exhibition will be displayed in a space or gallery set-aside for the purpose. Each Object Loaned will be labeled separately.

11. CREDITS: All advertising, promotional, or other informational material of whatever nature or kind concerning the Exhibition, produced by or on behalf of either party, will carry the following credit:

On loan from <Your Museum name and address>

12. SECURITY: At all times the Exhibition is in the care of the Borrower, the Borrower will be responsible for the security, protection, and preservation of the Exhibition. The Borrower will exercise its best efforts to protect and preserve each Object Loaned.

All Exhibition Objects will be protected at all times against direct sunlight, rain, excessive humidity, and from fading, buckling, scorching, and cracking caused by direct or reflected sunlight, strong artificial light, florescent light, or proximity to heat source.

13. REPRODUCTION OF OBJECTS: Borrower may not reproduce any Object Loaned in any media (including photography) for commercial purposes or sale. Objects may be photographed only for educational, promotional, and publicity purposes and during preparation of condition reports. Borrower will not permit the viewing public to take photographs of Exhibition.

14. PUBLICITY: Borrower will be responsible for advertising and promoting the Exhibition at Borrower's museum. <Your Museum> will be entitled to advertise and promote the Exhibition to the degree and manner it chooses. Borrower and <Your Museum> will cooperate in good faith with one another, and Borrower will deliver <Your Museum> copies of any advertising, promotional, or other printed materials prepared by or on behalf of the borrower in connection with material owned by <Your Museum>.

16. ENTIRE AGREEMENT: This Agreement supersedes any and all other Agreements and understandings, oral or written, whether prior to or contemporaneous with this Agreement. The Loan Agreement and all rights arising thereunder are personal and cannot be assigned without written consent of the other party.

17. CHANGES TO THIS AGREEMENT: Any changes to this Agreement will be made in writing, signed by both parties.

18. APPLICABLE LAW: This Agreement will be governed by and construed and enforced according to the laws of the State of <New Mexico>, United States of America.

19. CONSTRUCTION AND SEVERABILITY: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or ability to enforce any part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

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Signature of Authorized Agent for Borrower

Date

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Print Name and Title of Signator

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Signature of Authorized Agent for <Your Museum>

Date

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Print Name and Title of Signator