



City of Springfield, Oregon Art Exhibition & Loan Agreement

Instructions

This *Art Exhibition & Loan Agreement* is entered into by the City of Springfield (hereafter "City") and the Lender, subject to the *Terms and Conditions Governing Art Exhibition & Loan Agreement*. The Department should retain this Agreement, with copy to Risk Management along with video or photographs of Loaned Object(s).

Borrowing Department & Exhibition Information

Exhibition Name: _____ Department: _____

Gallery: (check one) City Hall Gallery City Hall Young Artists Gallery Other: _____

Start Date: _____ Finish Date: _____

City Contact: _____ Email: _____ Phone: _____

Lender

Lender/ Authorized Agent's Name (print): _____

Lender's Address: _____

Contact Person: _____ Email: _____ Phone: _____

I do hereby declare that I am over the age of 18 and have the legal authority to make this loan. I further attest that: **[choose one]**

- I am the lawful owner of the property described in this Agreement, or
- I am the parent or legal guardian of the minor lawful owner of the property described in this Agreement, or
- I am the designated legal representative of the lawful owner of the property described in this Agreement and have obtained all necessary consent in writing to make this loan on their behalf.

Loaned Object Description

Attachment A: List of Loaned Object(s) shall be attached to this Agreement.

Insurance

The City of Springfield or Lender will provide insurance coverage for loaned objects as specified in the *Terms and Conditions*. If City insured, the Lender may request Certificate of Insurance (COI). If Lender insured, Lender shall submit a COI to the City. **[choose one]**

- | | | | |
|---------------------------------|-------------|--|-------------|
| 1) Insurance provided by City | (Y/N) _____ | Does Lender require Certificate of Insurance? | (Y/N) _____ |
| 2) Insurance provided by Lender | (Y/N) _____ | Has Lender submitted Certificate of Insurance? | (Y/N) _____ |
| 3) No Coverage | (Y/N) _____ | | |

Signatures

The undersigned agree to the *Art Exhibition & Loan Agreement* and the *Terms and Conditions Governing the Loan Agreement*.

Signature Lender/Authorized Agent Print Name and Title Date

Signature City/Authorized Agent Print Name & Title Date

Receipt and Return

Date Received/installed Signature Lender/Authorized Agent Print Name and Title

Signature City Print Name and Title

Date Returned/de-installed Signature Lender/Authorized Agent Print Name and Title

Signature City Print Name and Title

TERMS AND CONDITIONS GOVERNING ART EXHIBITION & LOAN AGREEMENT

1. This "Terms and Conditions Governing Art Exhibition & Loan Agreement" and the attached "Art Exhibition & Loan Agreement" (collectively hereinafter the "Agreement") set forth the terms and conditions pursuant to which the Lender indicated on the attached "Art Exhibition & Loan Agreement" (hereinafter the "Lender") will lend, and the City of Springfield (hereinafter the "City") will borrow, the artwork and/or other objects loaned by the Lender (hereinafter the "Loaned Object(s)").
2. The City, in its sole discretion, may terminate this Agreement at any time and without notice. Lender may terminate this Agreement by giving the City 60 calendar days advance written notice.
3. The City shall exercise the same care with respect to the Lender's Loaned Object(s) as it does in the safekeeping of comparable works owned or cared for by the City.
4. The City will not be liable for Loaned Object(s) that arrive damaged or have been damaged and repaired prior to delivery to the Gallery, including but not limited to damages and liabilities incurred through the Lender, shipping company, or Lender agent's handling of pieces at any time or location. Loaned Object(s) must be properly cured, dry, and ready to hang or display, with framing and suitable hanging hardware. The City shall not be liable at any time for damage to Loaned Object(s) that are improperly installed including but not limited to damage as a result of falling, tipping, or other effects of gravity.
5. The Lender acknowledges and agrees that the City has the sole discretion, for the duration of the loan period specified on the attached "Art Exhibition & Loan Agreement", to determine the duration for which, and the manner in which, the Loaned Object(s) may be exhibited and to determine which written and interpretive materials may accompany the Loaned Object(s) at the exhibition. The Lender further acknowledges and agrees that the City has the sole discretion to determine whether to exhibit the Loaned Object(s) and that the City is not obligated to exercise its rights under this Agreement or to exhibit or display the Loaned Object(s). In particular, Loaned Object(s) that are deemed too fragile, would pose a risk to City facilities or visitors or which the gallery is physically unable to accommodate will not be allowed.
6. The Loaned Object(s) shall be insured as set forth in the attached agreement. If the City is required to insure the Loaned Object(s), the City shall insure the Loaned Object(s) while they are in the City's care, custody, and control during the dates of exhibition from the time that the lender finishes installation to the time the lender or their designee de-installs the works. The City will not be responsible for installing or de-installing Loaned Object(s), or for storing items after the end date of the loan period. **Loaned Object(s) not de-installed and removed by the Lender by the date specified in this Agreement shall become property of the City, unless otherwise extended by mutual agreement of the parties. The Lender also releases the City from all liability should the City have to de-install the works, such as when preparing for the next show.** The Lender shall provide the City with an itemized schedule describing the Loaned Object(s) and indicating their declared value. The City shall provide a certificate of insurance upon the Lender's request. The Loaned Object(s) will be insured at their fair market value. In the event of a loss, it will be the Lender's responsibility to establish, to the satisfaction of the City's Insurance underwriter, that the declared value of the Loaned Object(s) is the fair market value of the Loaned Object(s). This can be done with appraisals, with documentation that provides proof of sale of similar items, and in other ways acceptable to the underwriter. In the case of long-term loans, it is the responsibility of the Lender to update insurance valuations.
7. The Lender may choose to use its own insurance for the period of the loan. If the Lender so chooses, the Lender must indicate this choice on the attached "Art Exhibition & Loan Agreement". The Lender acknowledges and agrees that the City will not accept responsibility for any errors or deficiencies in information furnished to the Lender's insurers or for any lapses in coverage. If, pursuant to the attached "Art Exhibition & Loan Agreement", the Lender is required to insure the Loaned Object(s), the Lender shall insure the Loaned Object(s) while in transit and for the entire loan period indicated on the attached "Art Exhibition & Loan Agreement". Prior to the shipment or installation of the Loaned Object(s), the Lender shall provide to the City a certificate of insurance showing coverage for an amount not less than the declared value of the Loaned Object(s). The certificate of insurance must name the City of Springfield as an additional insured. The Lender acknowledges and agrees that, if the Lender insures the Loaned Object(s), the Lender hereby waives its right of subrogation.
8. The Lender shall defend, indemnify and hold the City and the City's officers, employees, and agents, harmless from and against any and all claims for injury, demands, causes of action, damages, liability, judgments, loss, or costs and expenses (including reasonable 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.
9. THE LENDER ACKNOWLEDGES AND AGREES THAT IN NO EVENT WILL THE CITY BE LIABLE TO THE LENDER FOR DAMAGES IN EXCESS OF THE AMOUNT OF ANY INSURANCE RECOVERY FROM THE CITY'S INSURANCE POLICY OR FOR ANY LOSS OR DAMAGE DUE TO CAUSES EXCLUDED FROM COVERAGE UNDER THE CITY'S INSURANCE POLICY. THE LENDER FURTHER ACKNOWLEDGES AND AGREES THAT THE CITY WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.
10. The City shall take necessary steps to protect the Lender's copyright of the Loaned Object(s). Unless the Lender notifies the City in writing to the contrary, it is understood that the Loaned Object(s) may be photographed by the public. The City may photograph, sketch, or otherwise reproduce the Loaned Object(s) only for purposes of record keeping, education, or publicity. The City shall not reproduce Loaned Object(s) for sale.
11. If Loaned Object(s) placed on loan for exhibition purposes are available for sale to the public, the City shall refer interested parties to Lender. All sales are between Lender and the potential purchaser. The City will not collect jury or exhibit fees. Any Loaned Object(s) sold must remain in the exhibition for the full duration of the exhibition term as specified in this Agreement. If the legal ownership of a Loaned Object changes while the Loaned Object is in the City's care, custody, and control, the Lender must notify the City of this change in ownership and must notify the new owner that they will be required to establish an *Art Exhibition & Loan Agreement* satisfactory to the City.
12. This Agreement shall be governed by and construed under the laws of Oregon, 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.
13. Should any provision of this Agreement be held unenforceable, the validity of the remaining provisions shall not be affected by such a holding.
14. Waiver or non-enforcement by either party of a provision of this Agreement shall not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.
15. Nothing in this Agreement is intended to make any person or entity a third-party beneficiary of any right created by this Agreement or by operation of law.
16. This Agreement and attachments referenced herein, if any, constitute the entire understanding between the parties with respect to the subject matter hereof will be binding on either party and may be altered, changed, waived or otherwise amended 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.
17. Each signatory to this Agreement warrants, represents, and certifies that they are: 1) the lawful owner, 2) the parent or guardian of a minor lawful owner, 3) the designated legal representative of a minor lawful owner, or 4) an authorized representative of the respective organization that owns the Loaned Object(s) and that they hold the position and authority necessary to execute this Agreement. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same Agreement. If this Agreement is executed in counterparts, no signatory hereto shall be bound by this Agreement until all parties have executed a counterpart of this Agreement. Additionally, for purposes of this Agreement, a facsimile signature shall serve as an original.
18. Each party's signature on the attached "Art Exhibition & Loan Agreement" indicates that each party acknowledges and accepts the terms and conditions set forth in this Agreement including the attached "Art Exhibition & Loan Agreement" which is fully incorporated herein

City of Springfield - Art Exhibition & Loan Agreement

Attachment A: List of Loaned Object(s)

(Add additional pages as needed.)

Exhibition Name _____

Start Date _____

Finish Date _____

No.	Title of Work	Artist	Date of work	Media (Painting, sculpture, photo, etc.)	Length (in)	Width (in)	Depth (for 3-D works)	Copyright Owner Name	Declared Value (\$)
	NUMBER OF ITEMS							TOTAL DECLARED VALUE	