



**ART EXHIBITION AND LOAN AGREEMENT**

*This agreement is entered into by Kent State University ("University") and is subject to the terms and conditions contained herein. The department must retain this Agreement in department files with a copy to Risk Management if the work or collection is to be covered by University insurance.*

Exhibit Name: \_\_\_\_\_ Start Date: \_\_\_\_\_ Finish Date: \_\_\_\_\_  
Exhibit Location: \_\_\_\_\_ Sponsoring Dept.: \_\_\_\_\_  
University representative: \_\_\_\_\_ Title: \_\_\_\_\_  
Lender's Name: \_\_\_\_\_ Ph: \_\_\_\_\_  
Lender's Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Ph: \_\_\_\_\_ Email: \_\_\_\_\_  
Credit (Lender's name for exhibit label, catalog, publicity): \_\_\_\_\_

Title of Work (or all Works in Collection) \_\_\_\_\_  
*(If more than one, attach list of artwork to include title, dimensions, weight, and value of each work).*

Artist: \_\_\_\_\_ Title/Date: \_\_\_\_\_

Description of Medium: \_\_\_\_\_

Size (Dimensions, H x W): \_\_\_\_\_ Frame/pedestal (H x W x D): \_\_\_\_\_

Permission to reprint photos of exhibit for publicity (Y or N): \_\_\_\_ Declared value of work: \_\_\_\_\_

Do you (Lender) own the copyright to the work (Y or N): \_\_\_\_ If not, who does: \_\_\_\_\_

Contact for copyright clearance: \_\_\_\_\_

Condition: \_\_\_\_\_  
*(A condition report will be completed for each object when it arrives. A copy will be sent to the Lender and copy kept on file).*

Special Handling requirements: \_\_\_\_\_

Shipping Date of Arrival: \_\_\_\_\_ Shipment via: \_\_\_\_\_

Address where object will be shipped: \_\_\_\_\_

Address to which object is to be shipped when exhibit is over: \_\_\_\_\_

Insurance provided by University (Y or N): \_\_\_\_ Certificate of Insurance required (Y or N): \_\_\_\_

**I agree to the terms and conditions of this Agreement as stated and attached. I understand that failure to meet the requirements may result in the cancellation of the loan/exhibition. This agreement cannot be altered, changed, waived or otherwise affected except by written consent of both parties. In signing this agreement, the undersigned warrants, represents, and certifies that he or she is the legal owner or authorized agent of the legal owner of the property described on this form.**

Signed: \_\_\_\_\_  
*Lender Date*

Signed: \_\_\_\_\_  
*Kent State University Date*

## ADDITIONAL TERMS AND CONDITIONS GOVERNING LOAN AGREEMENT

1. The University will exercise the same care with respect to loans as it does in the safekeeping of comparable works owned by the University.
2. If at the request of the lender, without prior written agreement, the object is to be returned to any address other than that from which it was collected, the lender shall pay any additional cost necessitated by such a change, if so directed by the University.
3. Lender agrees to inform the University promptly in writing of any change in their address or change in ownership of the property. If at the conclusion of the exhibit the University is unable to contact a lender directly by mail, the University will make reasonable efforts to locate Lender. After making all reasonable efforts and through no fault of its own, the University shall be unable to return the work(s) within sixty days after such notice then the University shall have the absolute right to place the work(s) in storage to charge regular storage fees and the cost in insurance thereof, and to have and enforce a lien for such fees and cost. If after three years, the works have not been reclaimed, the work(s) shall be deemed an unrestricted gift to the University or may be disposed of by the University.
4. Unless otherwise agreed to in writing and attached to the Agreement, the cost of transportation and packing will be borne by the University. The method of shipment shall be agreed upon by both parties. The Lender certifies that the property is in such condition as to withstand the ordinary strains of packing, transportation, and handling. The Lender shall assure the property is adequately and securely packed for the type of shipment agreed upon, including transmitting to the University any special instructions for unpacking and repacking.
5. As provided for in the Agreement, the University will insure the items in the Exhibition against direct physical loss and damage while they are in the University's care, custody or control and in transit at the close of the Exhibition according to the terms and conditions of the University's insurance policy. The Lender will provide University with an itemized schedule of all items in the Exhibition and their declared value. A certificate of insurance will be sent upon request to Lender. In the event of a loss it will be the Lender's responsibility to establish to the satisfaction of the insurance underwriter that the declared value is the fair market value for the items that comprise the Exhibition. 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. In no event will University be liable to Lender for damages in excess of the amount of any insurance recovery from the University's insurance policy, nor for any loss or damage due to causes or to property excluded from coverage under such policy. Furthermore, the Lender agrees that in the event of damage, Lender releases University's officers, employees and agents from any liability for any and all claims arising out of such loss or damage. If Lender elects to insure the objects on loan to the University with its own insurance, the University accepts no responsibilities for damaged artwork, except in cases involving negligence by University and its employees and agents.
6. If preferred, the Lender may continue its own insurance for the period of the loan. However, the University will not accept responsibility for any errors or deficiencies in information furnished to the Lender's insurers or for any lapses in coverage. Prior to the shipment of the work, the University must be supplied with a certificate of insurance naming the University as an additional insured. It is understood that any Lender insuring his or her own loan automatically waives right of subrogation unless information to the contrary is received in writing before the loan leaves the possession of the Lender.
7. Unless the University is notified in writing to the contrary, it is understood that objects lent to it may be photographed by the general public.
8. Any object lent to the University for exhibition shall remain in its possession for the time specified on the face of this form. If the legal ownership of an object changes while the object is held by the University, the new owner will be required to establish his or her legal right to the object in a manner satisfactory to the University. It is incumbent upon the lender to notify the University of any change of address.
9. The University has sole discretion as to whether, for how long, and in what manner objects loaned to it shall be exhibited. The University also has the right to determine which written and interpretive materials will accompany the exhibition.
10. In the event of any conflict between this agreement and any writings, forms, or documents of the lender, the terms of this agreement shall be controlling.
11. If the work/collection is later intended to become a gift to the University, the parties will execute a separate Agreement.