

**Binghamton University Libraries
Special Collections
Exhibition Loan Agreement**

Date of Request: _____

Borrower Information:

1. Contact person: _____
2. Institution/BU Department: _____
3. Address: _____
4. Telephone: _____ FAX: _____
5. Email address: _____

Exhibition (Please specify title of exhibition, location(s), and inclusive dates of loan:

Lender:

1. Special Collections contact person: _____
2. Institution/BU Department: _____
3. Address: _____
4. Telephone: _____ FAX: _____
5. Email address: _____

Description of Item(s) to be Lent: *see attached list*

1. Author/artist (with dates, if known)
2. Title or description (as appropriate)
3. Imprint and date(s) (as appropriate)
4. Lender's call number or accession number
5. For art work, location of date (if any)
6. For art work, form and location of signature (if any)
7. Medium/material and support
8. Specify how you wish to exhibit the item
9. Specify desired page opening for bound material
10. Dimensions of item alone (height, width, depth, weight)

11. Dimensions of item with mat, frame, base or required cradle, if any (height, width, depth, weight)
12. Condition, noting existing breaks, tears, scratches, abrasions, paint losses, other insecurities or defects in the work:

13. Does the lender own copyright to the work? **Y or N** ; If not, who does?
14. Value

Special instructions:

1. For art work, may the borrower reframe or remat? **Y or N**
2. Substitute Plexiglas for glass? **Y or N**
3. Date by which loans are to reach the borrower (borrower will be in contact with the lender regarding shipping arrangements) _____
4. Other instructions for packing, transport, and installation. *Will be delivered and picked up by Special Collections.*
5. Borrower will provide copies of the exhibition catalog, or other materials bearing descriptions or images of the items to the lender as a courtesy. **Y or N**

Insurance:

Also see Terms and Conditions, stated below.

Does the lender prefer to maintain insurance? **Y or N**

If yes, state the estimated premium to be charged to the borrower: _____

If no, state the insurance value (fair market value) in U.S. currency: _____

Photographs and reproductions:

Unless permission is declined here, it is understood that this item may be photographed, digitized, videotaped, telecast, and reproduced for publicity purposes connected with this exhibition and for illustrations in a catalog or other publication, printed or electronic, and that reproductions of it may be made and distributed for educational use.

Except for loan-related publicity and condition documentation purposes, the borrower may not photograph or otherwise reproduce the items without written permission from the lender.

May the borrower reproduce the item in a catalog or brochure, a Web site, or for publicity or educational purposes? **Y or N**

Are reproductions available from the lender? **Y or N**. If so, in what format? _____

Does the lender hold exclusive copyright? **Y or N**. If not, whom might the borrower contact to acquire reproduction rights? _____

Environment of Exhibition space (Describe and attach Facility Report):

Terms and conditions governing this loan agreement:

1. The conditions set forth in this form apply to all objects lent to [the Borrower] and cannot be altered, changed, waived, or otherwise amended, except as agreed upon in writing.
2. The Borrower will exercise the same care with respect to the 7 items [the “work”] referred to as it does in the safekeeping of comparable property of its own.
3. The work shall remain in the possession of the Borrower and/or the other institutions participating in the exhibition (the “participating institutions”) for which it has been borrowed for the time specified, but may be withdrawn from such exhibition at any time by the Borrower and/or any of the participating institutions.
4. The work will be returned only to the Lender at the address stated unless the Borrower is notified by the Lender in writing to the contrary. If the legal ownership of the work shall change during the duration of the loan, whether by reason of death, sale, insolvency, gift or otherwise, the new owner or agent may, prior to its return, be required to establish this legal right to receive the item by proof satisfactory to the Borrower. It is incumbent upon the Lender to notify the Borrower of any change of address.
5. Unless otherwise indicated, the cost of transportation and packing will be borne by the Borrower. 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 Borrower any special instructions for unpacking and repacking.
6. Unless the Lender chooses to maintain insurance, the Borrower will insure the work on a wall-to-wall basis under a fine arts exhibition policy for the amount specified above by the Lender against all risk of physical loss or damage from any external cause while in transit and on location during the period of this loan. Note that the Borrower’s fine arts policy may contain the usual exclusions for loss and damage to the work due to wear and tear, gradual deterioration, insects, vermin, inherent vice, damage resulting from any repairing, restoration, or retouching process, nuclear reaction, radiation or radioactive contamination, and risks of war and that, in the event of loss or damage, recovery may be limited to such amount, if any, as may be paid by the insurer, hereby releasing the Borrower, each of the participating institutions, and the Trustee officers agents and employees of the Borrower and of each of the participating institutions from liability for any and all claims arising out of such loss or damage.
7. If the Lender chooses to maintain insurance coverage, then, prior to the shipment of the work, the Borrower must be supplied with a certificate of insurance naming the Borrower and each of the participating institutions as an additional insured party or waiving subrogation against the Borrower and each of the participating institutions. If the Lender shall fail to supply the Borrower with such a certificate, this loan agreement shall constitute a release of the Borrower and of each of the participating institutions from any liability in connection with the work. The Borrower cannot accept responsibility for any

error or deficiency of information furnished to the Lender’s insurer or for any lapses in coverage.

- 8. It is understood that the Borrower will not unframe, clean, restore, repair, rehouse, or otherwise alter the work without the express consent of the Lender. Evidence of damage to works in transit or while in the Borrower’s custody will be reported immediately to the Lender.
- 9. Unless the Borrower is notified in writing to the contrary, it is understood that the objects lent may be photographed by the general public.
- 10. The Borrower’s right to return the work shall accrue absolutely at the termination of the loan. If the Borrower, after making all reasonable efforts and through no fault of its own, shall be unable to return the work within 60 days after such termination, then the Borrower shall have the absolute right to place the work in storage, to charge regular storage fees and the cost of the insurance therefore, and to have and enforce a lien for such fees and cost. If, after five years, the work shall not have been reclaimed, then, and in consideration for its storage, insurance, and safeguarding during such period, the work shall be deemed an unrestricted gift to the Borrower.
- 11. The Borrower accepts this agreement on the understanding that the Lender has full authority to enter into such an agreement as the legal owner of the work or authorized agent of the owner.

The conditions of this loan, as stated above, are accepted:

_____ (signature) _____ (date)

Borrower,

_____ (signature) _____ (date)

Special Collections contact