



Community Gallery Loan Agreement



Enamel Guild/North East. USA.

Please read the following information, fill out indicated areas and sign the bottom of page 5, if you accept the terms of this agreement.

Should you have any questions or would like to discuss your responses in more detail, do not hesitate to contact Karin Goodfellow, Community Programs Manager, at 508.588.6000 x 112 or email: outreach@fullercraft.org.

1. PARTIES

_____ (hereafter "Lender")
Name

_____ *Telephone* _____ *Fax* _____ *Email*

The Fuller Craft Museum (hereafter "Museum")
455 Oak Street, Brockton, MA 02301
Attn: Karin Goodfellow
t 508.588.6000 x 112
f 508.587.6191
outreach@fullercraft.org

Lender and Museum are referred to collectively below as the "parties"

2. PURPOSE AND CONSIDERATION FOR THE LOAN

The purpose and consideration of the loan is that the Lender's artwork may be displayed in a Community Gallery exhibition at Fuller Craft Museum. There is no monetary consideration for the loan.

3. EXHIBITION DATES

March 15- June 1, 2008

Artwork arrives at the Museum: February 25-27, 2008

Artwork picked up by Artists: June 2-3, 2008

4. OBJECT DESCRIPTION

(Be consistent with all descriptions) – attach additional pages if necessary:

Type of Object:
Title (If applicable):
Artist or Maker:
Date of execution:
Medium and/or materials:
Size: height/width, depth:
Weight:
Number of parts or pieces:
Inscriptions or identifying marks:
Insurance value of if uninsured, cost of materials:

Type of Object:
Title (If applicable):
Artist or Maker:
Date of execution:
Medium and/or materials:
Size: height/width, depth:
Weight:
Number of parts or pieces:
Inscriptions or identifying marks:
Insurance value of if uninsured, cost of materials:

Type of Object:
Title (If applicable):
Artist or Maker:
Date of execution:
Medium and/or materials:
Size: height/width, depth:
Weight:
Number of parts or pieces:
Inscriptions or identifying marks:
Insurance value of if uninsured, cost of materials:

5. CARE, PRESERVATION AND EXHIBITION

- a. The Museum will give to objects borrowed the same care as it does property of its own. Precautions will be taken to protect objects from fire, theft, mishandling, dirt and insects, and extremes of light, temperature and humidity while in the Museum's custody. It is understood by the Lender and the Museum that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible.
- b. Evidence of damage at the time of receipt or while in the Museum's custody will be reported immediately to the Lender. It is understood that objects, which in the opinion of the Museum show evidence of infestation, may be fumigated at the discretion of the Museum.
- c. The Lender will be requested to provide written authorization for any alteration, restoration or repair. The Museum may examine objects by all modern scientific methods.
- d. The Museum retains the right to determine when, if and for how long objects borrowed will be exhibited. The Museum retains the right to cancel the loan upon reasonable notice to the Lender.

DESIGN AND INSTALLATION CONSIDERATIONS

Please list special requirements for installation, if any, on *Community Gallery Object Receipt Form* or an attached sheet. Lender agrees to provide Museum with *specific written instructions* for how the piece is to be installed no later than the delivery date of the work.

HANDLING AND UNPACKING

Please identify any handling restrictions, if any, below and on *Community Gallery Object Receipt Form*. Lender agrees to provide Museum with *specific written instructions* for how the piece is to be handled/unpacked no later than the delivery date of the work.

7. INSURANCE

- a. Shall be borne by Lender. Lender assumes all responsibility for loss or damage to the work during transportation of the piece, during installation and de-installation and until the artwork is returned to the artist.
- b. If the Lender elects to maintain its own insurance coverage, then prior to the shipping the Museum must be supplied with a certificate of insurance naming the Museum as an additional insured or waiving the rights of subrogation. If the Lender fails to provide said certificate, this failure shall constitute a waiver of insurance by the Lender (see section 7c below). The Museum shall not be responsible for any error or deficiency in information furnished by the Lender to the insurer or for any lapses in such coverage.
- c. If insurance is waived by the Lender, this waiver shall constitute the agreement of the Lender to release and hold harmless the Museum from any liability for damages to or loss of the loan property.

8. PACKING AND TRANSPORTATION

Artwork arrives at the Museum: February 25-27, 2008, 10am – 4pm

- a. Lender to deliver work to Museum per Lender's delivery instructions to be supplied to Museum prior to the install date. Said delivery instructions to be incorporated herewith and to become a part hereof.
- b. The Lender certifies that the objects lent are in such conditions as to withstand ordinary strains of packing and transportation and handling. A written report of condition of objects prior to shipment must be sent by the Lender to the Museum. Otherwise, it will be assumed that objects are received in the same condition as when leaving the Lender's possession. Condition records which may include photographs will be made at the Museum on arrival and departure.
- c. Costs of transportation and packing will be borne by the Lender.
- d. The Lender will assure that said objects are adequately and securely packed for the type of shipment agreed upon, including any special instructions for unpacking and repacking. Objects will be returned packed in the same or similar materials as received unless otherwise authorized by the Lender.

9. LOAN CONDITIONS

- a. Care and Preservation
The Museum shall not be liable for any loss or damage to the Work.
- b. Hold Harmless:
Lender agrees to hold harmless Museum for any and all loss or damage to the loaned work and any liability arising in connection with the placement and display of same in the exhibition.

10. LICENSE/RELEASE

- a. Lender agrees to allow Museum the right to take photographs, film or video stills of Lender's artwork to be used by the Museum for promotional and educational purposes including Museum's publications and web sites, in print, video or internet media, and for advertising of the exhibition, with or without attribution. Lender also grants Museum the right to reproduce the loaned work to promote the exhibition and for other Museum purposes including publicity, promotional, fundraising, condition statements and educational purposes.
- b. It is understood that objects on exhibit may be photographed by the general public
- c. Lender warrants and represents that it is the owner of the loaned work and that the rights Lender is granting hereunder will not violate or infringe upon any legal rights of a third party.

11. POSSESSION AND RETURN

Artwork picked up by Artists: June 2-3, 10am – 4pm

- a. Objects will remain in Museum's possession for the period indicated herein and be displayed at Museum's discretion.
- b. Objects will be returned to Lender following the close of the exhibition. Lender shall arrange time to retrieve the work from Organizer or pay for the return of its materials.

- c. Unless otherwise agreed in writing, a loan terminates on the date specified on the face of this agreement. If no date is specified, the loan shall be for a reasonable period of time, but in no event to exceed 6 months. Upon termination of a loan, the Lender is on notice that a return or renewal must be effected, or else an unrestricted gift of the objects will be inferred.

12. CREDIT LINE

Unless otherwise instructed in writing, the Museum may give credit to the Lender as specified on the face of this agreement in any publications. Whether individual labels are provided for objects on display is at the discretion of the Museum.

Please note the exact form for exhibition labels and publicity, and note if you wish to remain anonymous.

“*Courtesy.....*_____”

13. WORKS FOR SALE

If the Lender wishes to offer work for sale, s/he must fill out the *Works Offered for Sale Agreement* with all necessary information. If the Lender does not wish to offer work for sale, s/he must mark this on the *Works Offered for Sale Agreement*. The Museum requires a 15% handling fee for artwork sold through exhibition by Fuller Craft. All sales will be transacted through the Museum Shop. If artwork is sold, it cannot be released to the new owner until after the exhibition has closed. The buyer is responsible for contacting Tom Bourne, Guest Services Manager, to conduct sale. The Museum will send the Lender the proceeds, the sale price less the 15% handling fee, within 30 days of the date of sale.

Tom Bourne
Guest Services Manager
508.588.6000 x100
guestservices@fullercraft.org

14. CHANGE IN OWNERSHIP AND/OR ADDRESS

It is the responsibility of the Lender or his agent to notify the Museum promptly in writing if there is any change in ownership of the objects (whether through inter vivos transfer or death) or if there is a change in the identity or address of the Lender. The Museum assumes no responsibility to search for a Lender (or owner) who cannot be reached at the address of record.

14. CERTIFICATION AND SIGNATURE

This agreement shall be construed in accordance with the law of the Commonwealth of Massachusetts.

The Lender acknowledges that s/he has full authority and power to make this loan, and that s/he has read the conditions noted above and agrees to be bound by them.

I have read and agree to the above conditions and certify that I am authorized to agree thereto:

Lender signature

Date

*If Lender is not the owner, complete the following two lines for each applicable item:

Name of Owner

Address of Owner

Fuller Craft Museum, "Museum" signature

Date

By its: _____

(Please sign both copies of this document. One is for your records. Return the other to the Museum.)