

## Art Loan and Exhibition Agreement

Contract No. \_\_\_\_\_

This Art Loan and Exhibition Agreement (“Agreement”) is entered into by and between the Rector and Visitors of the University of Virginia (“University”) and the Lender named below for the purpose of displaying publicly the Lender’s works of art set forth in Attachment 1 (“List of Work(s)”), attached hereto and hereby made a part of this Agreement (“Work(s)”), at the University of Virginia in the Exhibition Venue specified below.

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| <b>The Rector and Visitors of the University of Virginia</b><br><b>1001 North Emmet Street</b><br><b>Charlottesville, VA 22903</b><br><br>Requesting Department: | <b>Lender (“Lender”)</b><br>Name:<br>Address: |
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| <b>Art Loan Dates (including dates checked in Section 3):</b><br>From: _____ To: _____ | <b>Value of Work:</b><br>Lender’s declared total value of the Work(s) \$ _____<br><br>University to provide insurance: Yes ___ No ___ |
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**Exhibition Venue:**

**Exhibition Title (if applicable):**

**Credit Line:**

The University and the Lender agree to the following terms and conditions:

1. **Possession of Work(s):** The Work(s) will remain in the possession of the University for the duration of the Art Loan Dates specified above. The Work(s) will be returned only to the Lender Authorized Official identified in Attachment 2 (“Contacts”), attached hereto and hereby made a part of this Agreement.
2. **Duty of Care:** The Lender and the University will cooperate to confirm the acceptable condition of the Work(s) upon arrival and departure, through the contacts listed on Attachment 2. The University will exercise the same care in respect to the Work(s) as it does in safekeeping its own property in the Exhibition Venue.
3. **Transportation:** The Lender will be responsible for transporting the Work(s) to and from the Exhibition Venue at its risk and expense. Any Work(s) not removed within ninety (90) days after the Art Loan Dates will be deemed to be abandoned by the Lender.
  - If checked, the Requesting Department will be responsible for transporting the Work(s) **to** the Exhibition Venue at its risk and expense on the following dates: Departing \_\_\_\_\_ Arrival \_\_\_\_\_
  - If checked, the Requesting Department will be responsible for transporting the Work(s) **from** the Exhibition Venue at its risk and expense on the following dates: Departing \_\_\_\_\_ Arrival \_\_\_\_\_
4. **University Insurance:** If so indicated above, the Work(s) will be insured by the University at the declared total valuation provided by the Lender above, for the duration of the Art Loan Dates and, if the Requesting Department is providing transportation, during the Insurance Dates for Transport. However, the University and its insurer(s) each reserve the right to substantiate the insurance value of any damaged Work(s) prior to settling a claim. If a Work is industrially fabricated (for example, photographs) and can be replaced to the artist’s specifications, the amount of insurance will be limited to the cost of such replacement. Work(s) insured by the University will be insured under the University’s fine arts all-risk, wall-to-wall coverage. The University’s art insurance policy contains the usual exclusions, including those for loss or damage due to war, invasion, hostility or war-like action, insurrection or civil commotion, terrorism, confiscation by public authority or risk of contraband or illegal transportation or trade, seizure or destruction under quarantine or customs regulations, pollutants, nuclear reaction, nuclear radiation, radioactive contamination, wear and tear, gradual deterioration, inherent vice, shipments by mail unless by registered first class mail. The Lender agrees that, in the event of damage, recovery will be limited to such amounts, if any, as may be paid by the insurer, and releases the Rector and Visitors of the University of Virginia, its officers, employees and agents from any liability for any and all claims arising out of such loss or damage.

5. **Lender Insurance:** If the Lender elects to insure the Work(s), the University accepts no responsibility for loss or damage to the Work(s) except in cases involving negligence by the University, its employees or agents and no contributory negligence of Lender or intervening cause of harm.
6. **Sales and Ownership:** If the Lender contemplates selling the Work(s) during the period of the loan, the Lender will notify the University and make its best efforts to delay conveying title and right of possession until after the period of the loan. If legal ownership of the Work(s) changes during the period of the loan, the provisions of this Agreement will remain binding upon Lender. The new owner may be required to establish his or her legal right to receive the Work(s) by proof satisfactory to the University prior to taking possession.
7. **Representations:** The declared value(s) indicated on this Agreement have been provided by the Lender and are not to be considered as appraisals by the University. The fact that Work(s) have been in the University's custody will not indicate any endorsement by the University of the Work(s), lender or artist.
8. **Donation:** Any offer of Work(s) to the University as a gift, other than through section 3, will be made through the University of Virginia Gift Processing Services (<http://giving.virginia.edu/gps/>; [uvagps@virginia.edu](mailto:uvagps@virginia.edu)).
9. **Warranties** The Lender warrants that it is the owner of the Work(s), and/or has full power and authority to lend the Work(s) to the University and to permit public display. Unless the Lender has noted in Attachment 1 the existence of any special conditions governing the Work(s), such as copyrights or liens, the Lender warrants that no actions herein contemplated by the University will infringe upon any copyright in the Work(s). In receiving or surrendering Work(s), the University requires that the Lender comply with all governmental regulations.
10. **Termination:** Either party will have the right to terminate this Agreement with thirty (30) days written notice to the other party.
11. **Disputes:** The parties will attempt to resolve all disputes through informal means.
12. **Severability:** If any provision of this Agreement is held to be invalid, such invalidity will not affect any provisions which can be given effect without the invalid provision.
13. **Headings:** Headings used herein are for convenience only and will not be used to interpret its provisions.
14. **Governing Law:** This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia without regard to its rules regarding conflict of laws.
15. **Amendment:** This Agreement may only be amended by mutual written agreement of the parties.
16. **Counterparts:** This Agreement may be executed in counterparts which, taken together, will be deemed to constitute one and the same instrument. A signature delivered by facsimile, "pdf" or other electronic format, will be given the same legal effect as an original signature.
17. **Waiver:** No waiver of any term or provision of this Agreement will be deemed to be, or construed as, a further or continuing waiver of any such term or provision, or of any other term or provision. Nothing in this Agreement will be construed a waiver of the sovereign immunity of the Commonwealth of Virginia.
18. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein.

**IN WITNESS WHEREOF**, duly authorized officials of the parties have entered into this Agreement as of the date of the last signature set forth below:

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| <p><b>For the University</b><br/>         By: _____<br/>         William G. Define, Director of Financial Operations<br/><br/>         Date: _____</p> | <p><b>For the Lender</b><br/>         By: _____<br/>         Name/Title:<br/><br/>         Date: _____</p> |
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**Art Loan and Exhibition Agreement**  
**Attachment 1**  
**List of Work(s)**

Include the following information for each Work:

Title

Artist's Name

Date of work:

Medium:

Dimensions: H:        W:        D:        Aprox. Weight:        lbs.

Insurance Value

Special conditions governing the Work(s), such as copyrights or liens:

Contact Name and Address for Copyright Clearance (if Applicable):

Photo Provided: Yes\_\_\_\_ No\_\_\_\_

Permission to Reproduce: Yes\_\_\_\_ No\_\_\_\_

**Art Loan and Exhibition Agreement  
Attachment 2  
Contacts**

**University Contacts**

**Department Contact for Loan Approval**

Name:

Address:

City:

State:

Zip Code + 4:

Tel:

Email:

**Department Contact Performing Condition Check Upon Arrival and Before Departure**

Name:

Tel:

Email

Fax:

**University Authorized Official**

Name:

Address:

City:

State:

Zip Code +4

Telephone:

**Lender Contacts**

**Lender Contact for Condition Check Before Departure and Upon Arrival**

Name:

Address:

City:

State:

Zip Code + 4

Telephone:

Email:

**Lender Authorized Official**

Name:

Address:

City:

State:

Zip Code + 4

Telephone:

Email: