

University of California, Merced  
**Art Exhibition & Loan Agreement**

**Exhibit Information:**

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Title: \_\_\_\_\_  
Date Loan Period will Commence: \_\_\_\_\_ Terminate: \_\_\_\_\_  
Location: \_\_\_\_\_  
Sponsoring Department: \_\_\_\_\_ Dept. Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Special handling requirements: \_\_\_\_\_  
Deadline date of arrival: \_\_\_/\_\_\_/\_\_\_ Shipment via: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address to which Work is to be shipped when exhibit is over: \_\_\_\_\_  
\_\_\_\_\_

**Lender Information:**

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Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Contact Person if Other than Lender: \_\_\_\_\_  
Contact phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Credit: (Exact form of lender's name for labels, catalogue and/or publicity) \_\_\_\_\_  
\_\_\_\_\_

Do you own copyright to the Work?  Yes  No If Not, Who Does: \_\_\_\_\_  
\_\_\_\_\_

**Insurance:** (The University will insure the Work unless noted below)

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Lender will maintain insurance for the Work?  Yes  No

If Lender provides insurance, Lender shall furnish the University with a certificate of insurance evidencing coverage and endorsing "The Regents of the University of California" as additional insured for the duration of the loan period. Such certificate shall be provided to University prior to shipment of Work.

**Photography:** (Except as marked below, the Lender agrees the University may:)

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- a. Reproduce the Work in University publications and publicity, including film or videotape.
- b. Make slides or videotape for educational use.
- c. Permit the general public to photograph the Work

**Work of Art and their Declared Value:** Enter details on attached Exhibit A Inventory of Items

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The Lender hereby agrees to loan to The Regents of the University of California, on behalf of its University of California, Merced ("University") the Work described herein for the purposes and subject to the terms and conditions set forth. The Lender acknowledges that s/he has full authority and power to make this loan, and that s/he has read the terms and conditions and that s/he agrees to be bound by them.

**Lender Signature:** \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

**University Approval:** (Approved for The Regents of The University of California)

**Signature:** \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

University of California, Merced  
**Art Exhibition & Loan Agreement**

**Terms and Conditions Governing Loan Agreement:**

1. The conditions set forth on this form apply to all Works lent to the University and cannot be altered, changed, waived or amended except as agreed in writing by both parties.
2. University will give loaned Works left in its custody the same care provided to similar Works of its own.
3. **Shipping:** Lender is responsible for delivery of Work(s) by the deadline date of arrival. The University is responsible for returning Work(s) within 10 days of the loan termination date. Unless the loan is at the Lender's request, the cost of transportation and packing will be borne by the University. The method of shipment must 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 will provide any special instructions for unpacking and repacking.
4. The University has sole discretion as to whether, for how long, and in what manner Works loaned shall be exhibited. The University also has the right to determine which written and interpretive materials will accompany the Exhibition.
5. Any loaned Work shall remain in University possession, and/or the possession of other institutions participating in the Exhibition for which it has been borrowed, for the time specified on the face of this form. If the legal ownership of a Work changes while the Work is held by the University, the new owner will be required to establish his/her legal right to the Work in a manner satisfactory to the University. It is incumbent upon the Lender to notify the University of any change of address.
6. **University Provides Insurance:** If Lender elects not to provide insurance, University will insure the loaned Works according to the terms and conditions of its Fine Arts insurance policy. Under the Fine Arts Insurance policy items are insured for their current market value.  
  
In the event of a loss it will be the Lender's responsibility to establish to the satisfaction of the Fine Arts Insurance underwriter that the declared value is the current 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 declared 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 Fine Arts Insurance policy, nor for any loss or damage due to causes excluded from coverage under the Fine Arts Insurance policy.
7. **Lender Provides Insurance:** If Lender elects to provide insurance, the University will not be liable for any loss or damage, 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 and an Additional Insured Endorsement naming The Regents of the University of California as additional insured.
8. If Lender fails to indicate a value for the Work(s) on the attached Inventory (Exhibit A), University shall set a value for purposes of insurance for the period of the loan. Such value is not to be considered an appraisal.
9. **Condition:** If condition notes are supplied by the Lender, the University will verify their accuracy. If condition notes are not supplied by the Lender, the University shall assess the physical condition of each Work on loan upon receipt and this assessment will establish the condition of that Work at the time of the loan. The University will give prompt notice to the Lender in case of damage and/or loss to the Work upon receipt or while in custody of the University.
10. **Exhibit Location:** Lender acknowledges that certain campus locations, including, but not limited to, the Kolligian Library, are not designed as art galleries and are thus not equipped with the protection and security equipment found in many curated art galleries, including, but not limited to, equipment such as motion detecting alarm systems and halon or other fire suppression systems. Lender agrees that University shall not be liable for such loss, theft, or damage to the Work or to other personal property of Lender while such property is on University premises in excess of the limits of the property insurance, if any, agreed to be provided by University.

**Inventory of Items for Art Exhibit & Loan Agreement**  
*(attach additional sheets as necessary)*

| Name & Description of Item | Creator | Medium | Size (H x L x W) of work exclusive of frame or base | Date Purchased | Purchase Price | Current Value | Comment on Condition |
|----------------------------|---------|--------|---|----------------|----------------|---------------|----------------------|
| 1.                         |         |        |   |                |                |               |                      |
| 2.                         |         |        |   |                |                |               |                      |
| 3.                         |         |        |   |                |                |               |                      |
| 4.                         |         |        |   |                |                |               |                      |
| 5.                         |         |        |   |                |                |               |                      |
| 6.                         |         |        |   |                |                |               |                      |
| 7.                         |         |        |   |                |                |               |                      |
| 8.                         |         |        |   |                |                |               |                      |
| 9.                         |         |        |   |                |                |               |                      |
| 10.                        |         |        |   |                |                |               |                      |
| 11.                        |         |        |   |                |                |               |                      |
| 12.                        |         |        |   |                |                |               |                      |
| 13.                        |         |        |   |                |                |               |                      |
| 14.                        |         |        |   |                |                |               |                      |
| 15.                        |         |        |   |                |                |               |                      |
| 16.                        |         |        |   |                |                |               |                      |