

NOTT MEMORIAL 807 Union Street Schenectady, NY 12308

INCOMING LOAN AGREEMENT

Date:
Lender: Contact:
Address: City, State, Zip: Telephone: Fax: Email:
Loan Duration: Purpose:
Exhibition details (dates, title, reception):

<u>Items Borrowed</u>: Please see last page for detailed list, including credit lines and special handling/exhibition instructions.

Insurance Value Total: \$

The conditions and terms of this loan are below. Please read them carefully before signing. This agreement is valid only when signed by the lender named above.

Please sign both copies of the agreement. Return one copy to the Mandeville Gallery, Union College. The second copy is for your records.

CONDITIONS GOVERNING LOANS

CARE AND PRESERVATION

- 1. The Mandeville Gallery at Union College (the Gallery) will provide the same care to objects borrowed as it does to comparable property of its own. It is understood by the lender and borrower that all tangible objects are subject to gradual deterioration for which neither party is responsible.
- 2. Evidence of damage at the time of receipt or while in the custody of the Gallery will be reported immediately to the lender.
- 3. No alteration, restoration, casting, or repair will be undertaken without the written authorization of the lender.
- 4. The lender certifies that the objects lent are in such condition as to withstand ordinary strains of packing and transportation.
- 5. If a written condition report is not supplied by the lender, it will be assumed that the loan objects are received in the same condition as when leaving the lender's custody. The Gallery will make a condition report, and this condition report will serve as the original record of condition.

TRANSPORTATION AND PACKING

- 1. Costs of transportation and packing will be borne by the Gallery, unless otherwise arranged. The method of shipment will be carried out by a fine art shipper and agreed upon by both parties.
- 2. The lender will assure that said objects are adequately and securely packed for the type of shipment agreed upon, including any special instruction for unpacking and repacking. Objects will be returned in the same or similar materials as received unless otherwise authorized by the lender.
- 3. International shipment will adhere to customs regulations.

INSURANCE

- 1. Objects will be insured by the Gallery under Union College's all-risk, wall-to-wall policy, subject to the standard exclusions. Insurance will be placed in the amount specified by the lender herein which must reflect fair market value. If the lender fails to indicate the amount, the Gallery will set a value for purposes of insurance for the period of the loan. The amount payable by this insurance is the sole recovery available to the lender in event of loss or damage.
- 2. If the lender elects to maintain their own insurance coverage, the Gallery must be supplied with a certificate of insurance naming the Gallery and Union College as additional insured or waiving rights of subrogation. The Gallery must be notified immediately of any changes in insurance coverage or providers. The Gallery shall not be responsible for any error or deficiency in information furnished to the lender's insurer or for any lapses in coverage.
- 3. Objects which have been industrially fabricated and can be replaced to the artist's specification, the liability shall be limited to the cost of such replacement.

REPRODUCTION

Unless otherwise notified in writing, the objects lent may be photographed or reproduced by the Gallery for condition, educational, catalogue, and publicity purposes. It is understood that objects on exhibit may be photographed by the general public.

OWNERSHIP AND RETURN OF LOANS

- 1. Loans will be returned only to the lender or their duly authorized agent or representative. It is the responsibility of the lender to notify the Gallery in writing of any change of ownership or change in identity or address of the lender. The Gallery assumes no responsibility to search for a lender who cannot be reached at the address of record. Any failure to notify the Gallery of any changes in ownership or address which results in the Gallery's inability to return objects at the end of the loan period, may be cause for considering such objects abandoned. Abandoned materials become the permanent property of the Gallery.
- 2. Loans shall remain in the possession of the Mandeville Gallery for the specified period of time. Items loaned for exhibition will be displayed for the full duration of the exhibition period. Two-dimensional work should arrive ready to hang. If works require special installation, instructions must be provided below.

We hereby attest by our signatures that we understand and agree to the purposes and conditions of this loan.

Union College	The Trustees of Union College in the Town of Schenectady in the State of New York a/k/a Union College	Lender	
Signature		Signature	
Print Name		Print Name	
Title		Title	
	807 Union Street	_	
Address	Schenectady New York 12308-3103	Address	
Phone		Phone	
Email		Email	
Date		Date	

The lender hereby warrants that s/he has the full right, power, and authority to enter into this agreement.

LIST OF BORROWED OBJECTS

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Please indicate below the exact wording of your name you desire for any credit line in printed material produced in conjunction with this exhibition; otherwise your name as it appears under "Lender" on Page 1, will be used.

LIST OF OBJECTS

In addition to artwork title, date, edition (if applicable), medium, dimensions, and weight, please indicate the following where applicable: special instructions for shipping, handling, hanging, and/ or exhibition.

Insurance Value Total: \$