



# University of California, Berkeley Art Exhibition & Loan Agreement

## INSTRUCTIONS

This agreement is entered into by the Regents of the University of California, on behalf of the Department indicated below, and the Lender (subject to the Terms and Conditions Governing Loan Agreement). Department to retain this Agreement in department files with copy to Office of Risk Services (2130 Center Street, Suite 200 – MC: 4208 or fax to 510-643-0281) if artwork is covered by UC Fine Arts Insurance.

## EXHIBIT & SPONSORING

Exhibit Name: \_\_\_\_\_ Start Date: \_\_\_\_\_ Finish Date: \_\_\_\_\_  
Exhibit Location: \_\_\_\_\_ Deadline for materials: \_\_\_\_\_  
Sponsoring Dept: \_\_\_\_\_ Ph: \_\_\_\_\_ Fax: \_\_\_\_\_  
Dept. Contact: \_\_\_\_\_ Email: \_\_\_\_\_ Ph: \_\_\_\_\_

## LENDER

Lender's Name: \_\_\_\_\_ Ph: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_ Ph: \_\_\_\_\_  
If UC Employee or Student, Name of Department: \_\_\_\_\_ Ph: \_\_\_\_\_  
(Lender's name for exhibit label, catalog, publicity): \_\_\_\_\_

## DESCRIPTION OF PROPERTY

If multiple objects are loaned, please attach detailed schedule of all objects and associated values. For each object, answer all questions indicated below.

Artist: \_\_\_\_\_ Title/Date: \_\_\_\_\_ Value: \_\_\_\_\_  
Description of Medium: \_\_\_\_\_  
Painting, drawing, photo size (H x W, excl. mat & frame) \_\_\_\_\_ Sculpture size (HxWxD, excl. base): \_\_\_\_\_  
Frame, pedestal, etc. (HxWxD): \_\_\_\_\_ May we reframe, remat (Y OR N): \_\_\_\_\_ May we substitute Plexiglas for glass (Y OR N): \_\_\_\_\_  
Photography: Is B & W photograph available (Y or N) \_\_\_\_\_ Is color transparency available (Y OR N): \_\_\_\_\_ May we reframe, remat (Y OR N): \_\_\_\_\_  
Do you own the copyright to the work (Y or N): \_\_\_\_\_ If not, who does: \_\_\_\_\_  
Condition: \_\_\_\_\_

A condition report will be completed for each object when it arrives at the University. A copy will be sent to the lender and a copy will be kept on file.

Special handling requirements: \_\_\_\_\_

## SHIPPING

Deadline date of arrival: \_\_\_\_\_ Shipment via: \_\_\_\_\_ Ph: \_\_\_\_\_  
Address from which object is to be shipped/picked up: \_\_\_\_\_  
Address to which object is to be shipped when exhibit is over: \_\_\_\_\_

## STATEMENT OF CONDITION

\_\_\_\_\_  
\_\_\_\_\_

## SPECIAL CONDITIONS

\_\_\_\_\_

## SIGNATURES

I agree to the Terms and Conditions Governing Loan Agreement. I understand that failure to meet the requirements of this agreement may result in the cancellation of the loan/exhibition.

Signature of Lender/Authorized Agent	Print Name & Title	Date
Signature University/Authorized Agent	Print Name & Title	Date



# University of California, Berkeley Art Exhibition & Loan Agreement

## TERMS & CONDITIONS GOVERNING LOAN AGREEMENT

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| <ol style="list-style-type: none"> <li>1. The conditions set forth on this form apply to all objects lent to the University and cannot be altered, changed, waived or otherwise amended except as agreed upon in writing</li> <li>2. The University will exercise the same care with respect to loans as it does in the safekeeping of comparable works owned by the University.</li> <li>3. If at the request of the lender, without prior written agreement, the object is to be returned to any address other than that from which it was collected, the lender shall pay any additional cost necessitated by such a change, if so directed by the University.</li> <li>4. Loans of works of art are governed by Section 1899, et seq., of the California Civil Code. This law makes persons who deposit property with a museum responsible for informing the museum promptly in writing of any change in their address or change in ownership of the property. If the museum is unable to contact a lender directly by mail, the law provides that the museum will be deemed to have given notice under the law if it publishes a proper notice in a newspaper. After making all reasonable efforts and through no fault of its own, the museum shall have the absolute right to place the work(s) in storage to charge regular storage fees and the cost in insurance thereof, and to have and enforce a lien for such fees and cost. If after three years, the works have not been reclaimed, the work(s) shall be deemed an unrestricted gift to the University or may be disposed of by the University.</li> <li>5. 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 University any special instructions for unpacking and repacking.</li> <li>6. University will insure the items in Exhibition while they are in the University's care, custody or control and in transit at the close of the Exhibition according to the terms and conditions of its Fine Arts Insurance policy. The Lender will provide University with an itemized schedule of all items in the Exhibition and their declared value. Under University's Fine Arts Insurance policy items are insured for their fair 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 fair 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 insurance valuations.</li> </ol> | <p>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.</p> <ol style="list-style-type: none"> <li>7. If preferred, the lender may continue its own insurance for the period of the loan. However, the University will not accept responsibility 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 naming the University as an additional insured. It is understood that any lender insuring his or her own loan automatically waives right of subrogation unless information to the contrary is received in writing before the loan leaves the possession of the Lender.</li> <li>8. Unless the University is notified in writing to the contrary, it is understood that objects lent to it may be photographed by the general public.</li> <li>9. Any object lent to the University for exhibition shall remain in its possession, or the possession of Borrowers 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 an object changes while the object is held by the University, the new owner will be required to establish his or her legal right to the object in a manner satisfactory to the University. It is incumbent upon the lender to notify the University of any change of address.</li> <li>10. The University has sole discretion as to whether, for how long, and in what manner objects loaned to it shall be exhibited. The University also has the right to determine which written and interpretive materials will accompany the exhibition.</li> <li>11. In the event of any conflict between this agreement and any writings, forms, or documents of the lender, the terms of this agreement shall be controlling.</li> </ol> <p>The aforesaid conditions shall apply to all objects sent to the University on loan and cannot be altered, changed, waived or otherwise affected except by written agreement of both parties. In signing this agreement, the undersigned warrants, represents, and certifies that he or she is the legal owner or authorized agent of the legal owner of the property described on this form.</p> |
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