

## LOAN AGREEMENT

**Danforth Museum of Art**  
**123 Union Avenue**  
**Framingham, MA 01702**  
**508-620-0050, ext. 12**

**New England Photographers Biennial Exhibition 2007**  
**September 9—October 28, 2007**

Lender: \_\_\_\_\_

Exact Form of lender's name/credit for exhibition label and catalogue: \_\_\_\_\_

Name of Artist: \_\_\_\_\_

Title and Date of Work: \_\_\_\_\_

Medium or Materials: \_\_\_\_\_

Is the work signed and dated? \_\_\_\_\_ Where? \_\_\_\_\_

Size: Painting, drawing, etc:      Unframed:      Height \_\_\_\_\_      Width \_\_\_\_\_  
   Framed:      Height \_\_\_\_\_      Width \_\_\_\_\_

Object: Height \_\_\_\_\_      Width \_\_\_\_\_      Depth \_\_\_\_\_

Condition of Work: \_\_\_\_\_

Insurance Value: \_\_\_\_\_

Shipping Instructions: \_\_\_\_\_

Address for Pickup and Return of Work: \_\_\_\_\_

*Photography and Reproduction: Unless we are notified in writing to the contrary, it is understood that this loan may be photographed and reproduced in the Gallery's publications and for publicity purposes connected with this exhibition.*

This loan is governed by the conditions attached.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(upon return of loan)

## **LOAN AGREEMENT CONDITIONS GOVERNING LOANS**

1. Danforth Museum of Art will exercise the same care with respect to loans as it does in the safekeeping of comparable property of its own.
2. The Danforth Museum of Art will insure the work wall-to-wall under its fine-arts policy for the amount specified by the lender on the reverse against all risks of physical loss or damage from any external cause while in transit and on location during the period of this loan; provided, however, that if the work shall have been industrially fabricated and can be replaced to the artist's specifications, the amount of such insurance shall be limited to the cost of such replacement. If no amount shall have been specified by the lender, the museum will insure the work at its own estimated valuation.
3. Loaned objects shall remain in the possession of the Danforth Museum of Art for the time specified on the face of this loan agreement, but may be withdrawn from exhibition at any time by the Director.
4. Loans will be returned only to the lender or his or her duly authorized agent or representative.
5. If the loaned objects are to be returned at the lender's request (without prior written agreement), to any address other than that from which they were collected, the Danforth Museum of Art may ask the lender to pay any additional cost necessitated by such change. If the legal ownership of the work shall change during the pendency of the loan, whether by reason of death, sale, insolvency, gift or otherwise, the new owner may, prior to its return, be required to establish his legal right to receive the work by proof satisfactory to the Danforth Museum of Art.
6. The Danforth Museum of Art's right to return the work shall accrue absolutely at the termination of the loan. If the Museum, after making all reasonable efforts and through no fault of its own, shall be unable to return the work within sixty days after such termination, then, the Museum shall have the absolute right to place the work in storage, to charge regular storage fees and the cost of insurance therefore, and to have and enforce a lien for such fees and costs. If, after five years, the work shall not have been reclaimed, then, and in consideration for its storage, insurance and safeguarding during such period, the work shall be deemed an unrestricted gift to the Museum.
7. If the loan on the face of this agreement is for sale, it is understood that the selling price shall include a handling charge of 40%, payable to the Danforth Museum of Art.