

Rhode Island School of Design

ARTWORK LOAN AGREEMENT

This Artwork Loan Agreement is entered into by the Lender and Rhode Island School of Design as follows:

Exhibition Title: _____ Start Date: _____

Location of Exhibit: _____ End Date: _____

Lender Information

Lender Name: _____

Lender Address: _____

Phone: _____ Cell Phone (optional): _____

E-mail: _____

Artwork Information

Artist: _____

Title and Date of Work: _____

Dimensions with frame or base in inches: _____ Medium: _____

Display Location: _____

Do you carry your own insurance? Yes
 No

Value of work: \$ _____

Describe condition of work* and specify any defects:

*If additional works are being loaned, please use attached form.

Agreement

I have read and agree to the attached Terms and Conditions Governing Artwork Loan Agreement printed on the attached page, and certify that I am the owner or the agent of the owner authorized to agree thereto. I understand that by signing this Agreement, I agree to be bound by all of the provisions set forth herein.

Lenders signature:

Name and title for Lender: _____ Signature: _____ Date: _____

Name and title for RISD: _____ Signature: _____ Date: _____

Please sign, date, and return the completed Loan Agreement to RISD. A countersigned copy will be returned to you for your records.

TERMS AND CONDITIONS GOVERNING ARTWORK LOAN AGREEMENT

1. Unless permission is refused in writing, it is understood that the Lender authorizes RISD, to photograph and reproduce in any media the loan(s) for archival, educational, and/or publicity purposes. Unless otherwise instructed in writing, RISD will grant credit to the Lender as specified on the face of this agreement in any labels or publications. RISD shall have no obligation or liability hereunder for any piece of Artwork that is not identified and described in writing as required herein.
2. RISD will provide insurance for the Work from the moment RISD or its agent takes possession until the Work is returned to Lender's custody under RISD's wall to wall all risk fine arts policy against physical loss or damage while in transit and on location during the period of this loan. RISD's insurance policy contains certain common exclusions including loss or damage resulting from wear and tear and/or gradual deterioration and/or inherent vice; damage to and directly resulting from repairing, restoration or retouching process; and includes certain other exclusions from time to time such as loss or damage due to acts of terrorism, war, hostilities or insurrection. If a Work that has been industrially fabricated is damaged, RISD's liability shall be limited to the cost of repair or replacement necessary to restore it to the condition in which it was received. It is understood by Lender that all tangible objects are subject to gradual inherent deterioration for which RISD is not responsible.

Lender agrees that, in the event of loss or damage, recovery shall be limited to the amount, if any, paid by the insurer.

3. The work shall remain in the possession of RISD in the Exhibition for which it has been borrowed, for the time specified in this agreement. The work will be returned only to the Lender at the address shown in this agreement.
4. Except in the case of an emergency to preserve the Artwork, the work of art will not be cleaned, restored, or otherwise altered without the written consent of the Lender except in an emergency, in which case the Lender will be notified by telephone and in writing.
5. This Agreement shall be governed by and construed under the laws of the State of Rhode Island, which shall also be the forum for any litigation arising from or incident to this Agreement. This Agreement may not be assigned by either party without the express written consent of the other, in advance.
6. Either party may terminate this Agreement by giving the other party 30 calendar days written notice.

