



UNIVERSITY
of VIRGINIA

LIBRARY

LOAN AGREEMENT

Outgoing

The Rector and Visitors of the University of Virginia for its University of Virginia Library (Lender) loans to the entity identified below (Borrower) the items described herein (Work(s)) for the purposes and subject to the terms and conditions set forth below.

Lender's Contact:

University of Virginia Library

Holly Robertson - Exhibitions Coordinator

holly@virginia.edu | 434-243-5861 | Harrison-Small Research Center 308

EXHIBITION

Exhibition Title:

Venue(s):

Exhibition Dates:

Loan Period:

BORROWER

Borrowing Entity:

Address:

Borrower Contact (Name + Title):

Phone:

Email:

Loan Conditions

Possession of Work(s): Each Work loaned shall be fully described and numbered on its own page titled Loan Record ("Record"). The Work(s) will remain in the possession of the Borrower for the duration of the Loan Period specified above. Any extension of the Loan Period must be in the form of a written amendment, approved by the Lender's Associate University Librarian for Special Collection or their designee and covered by written parallel extension of insurance coverage. Arrangements for the return of the Work(s) will be made at least four (4) weeks prior to the end of the Loan Period.

Duty of Care: The Borrower agrees to exercise the same care in respect to the Work(s) as it does in safekeeping its own property in the venue and insure against loss, damage, or deterioration. If damage or loss is discovered, the Borrower will immediately submit a written report, including photographs, to the Lender. Work(s) will be stored and displayed in a facility equipped to protect the Work(s) from fire, smoke, or flood damage. The Borrower will protect Work(s) from extremes in temperature and humidity, excessive light, insects, vermin, dirt and other environmental damage.

The Lender will provide a detailed condition report for each Work loaned. The Borrower agrees to meet any special requirements for installation and handling the Work(s). Upon receipt of the Work(s), the Borrower will inspect and immediately notify the Lender of damage not described in the Lender's condition report, and provide a full written and photographic report within thirty (30) days. If damage may have occurred in transit, the Borrower will also notify the carrier and will save all packing materials for inspection.

The Borrower will not attempt to clean, restore, or in any way alter Work(s), including frames and bases, without the express written permission of the Lender. The Lender reserves the right to inspect the installation of the Work(s) to ensure that environmental, installation, and security practices are in accordance with this Agreement.

Packing and Transportation: The Lender must approve arrangements for the packing and transportation of the Work(s), including movement between venues, in advance. Approved arrangements for each Work will be documented in its Record. The Lender reserves the right designate a courier to accompany Work(s) at the Borrower's expense. The Borrower agrees to meet any special requirements for packing and shipping. Unless otherwise agreed in writing, shipping requirements shall include: dual drivers, air-ride and climate control equipped vehicle, last on/first off, direct non-stop delivery, or exclusive use shipping. At no time will the Borrower leave Work(s) unattended in a vehicle. The Borrower will return Work(s) packed in the same or similar materials in which they were received unless otherwise authorized by the Lender.

Handling, Installation, and Exhibition: Only professional personnel under the Borrower's direction will handle the Work(s).

Insurance:

The Work(s) shall be insured at the Borrower's expense for an amount no less than the total of all Records \$_____ for the Loan Period under an all-risk, wall-to-wall fine arts insurance policy subject to the following standard exclusions: wear and tear, insects, vermin, gradual deterioration or inherent vice; repairing, restoration, or re-touching processes; hostile or war-like action, insurrection, or rebellion; nuclear reaction, nuclear radiation or radioactive contamination. The Borrower must provide a Certificate of Insurance to the Lender prior to the Work(s) shipment showing the fine arts insurance with the total values being insured, naming as additional insureds "the Commonwealth of Virginia and the Rector and Visitors of the University of Virginia and its officers, employees, and agents" or waiving subrogation against the Lender, and naming the Lender as a loss payee. The Borrower will notify the Lender in writing at least thirty (30) days prior to any cancellation or meaningful change in the Borrower's fine arts policy. Any lapses in coverage, any failure to secure insurance and/or inaction by the Lender will not release the Borrower from liability for loss or damage.

Return: The Borrower will return work only to the Lender's address stated herein unless the Lender provides written notice to the contrary.

Reproduction and credit: The Borrower may request digital imaging of the Work(s) through the Digitization Request Form on the Lender's website (<https://www.library.virginia.edu/services/digitization/>). These images may be used for catalog, routine non-commercial and non-derivative uses, publicity, and registrarial purposes only. No other reproduction of Work(s) may be made without the written permission from the Lender. Each Work will be credited in the exact format provided by the Lender in its Record for display labels and publication credits. Borrower acknowledges that Lender may not hold copyright in the Work(s) and will be responsible for obtaining proper copyright licensing for their usage from affected third party copyright holders.

Costs: The Borrower will assume responsibility for all expenses incurred by the Lender in work by conservators to prepare the Work(s) for loan, in packing, crating, and transportation, couriers, insurance, photography, and any and all other related costs. The Lender will make every effort to provide the Borrower with estimates in advance of all applicable costs.

Withdrawn Work(s): This Agreement is made with the understanding that all loaned Work(s) will be on display through the Exhibition Dates. The Borrower will immediately notify the Lender of any intention to withdraw Work(s) from the exhibition. The Lender reserves the right to recall any Work(s) withdrawn prior to the end of the Loan Period.

Termination: Either party will have the right to terminate this Agreement with sixty (60) days written notice to the other party. Early termination will have the effect of revising the latest date of the Loan Period to the termination date, and Work(s) shall be returned accordingly per the terms of this Agreement.

Disputes: The parties will attempt to resolve all disputes through informal means.

Severability: Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

Headings: Headings used herein are for convenience only and will not be used to interpret its provisions.

Governing Law: This Agreement is governed in all respects by the laws of the Commonwealth of Virginia without regard to its rules regarding conflict of laws.

Amendment: This Agreement may only be amended by mutual written agreement of the parties.

Counterparts: This Agreement may be executed in counterparts which, taken together, will be deemed to constitute one and the same instrument. A signature delivered by facsimile, "pdf" or other electronic format, will be given the same legal effect as an original signature.

Waiver: No waiver of any term or provision of this Agreement will be deemed to be, or construed as, a further or continuing waiver of any such term or provision, or of any other term or provision. Nothing in this Agreement will be construed as waiver of the sovereign immunity of the Lender or the Commonwealth of Virginia.

Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the subject matter herein.

The Borrower declares that it has full authority to enter into this Agreement; that the information herein is correct; and that it has read and accepts the terms and conditions herein.

Borrower: _____ Date: _____

Lender: _____ Date: _____
Gerald Burke, AVP for Financial Operations

Approved for the Harrison Institute and Small Special Collections Library:

_____ Date: _____
Brenda Gunn, Associate University Librarian for Archives and Preservation

LOAN RECORD Page _____ of _____

Complete this page for each Work/object loaned

OBJECT

Work / Title:

Author / Artist:

Date of work:

Medium:

Collection:

Collection details (call number, manuscript number, box, folder, item number):

Dimensions:	height	width	depth	weight				
Framed:	yes	no	Framed dimensions:	h x	d x	w	weight	
Crated:	yes	no	Crated dimensions:	h x	d x	w	weight	

Condition notes:

Special display requirements:

Provenance notes:

Copyright notes:

Credit line: Courtesy of the Albert and Shirley Small Special Collections Library at the University of Virginia

Insurance value:

Insurance to be carried by:

SHIPPING & TRANSPORT

Date required by:

Shipment Method:

Special institutions for handling, packing, shipping, or installation:

Unless otherwise specified, all Work(s) will be released from and returned to:

Albert and Shirley Small Special Collections Library, University of Virginia Library
160 McCormick Rd., Charlottesville, Virginia 22904-4110

Contact: Holly Robertson, Exhibitions Coordinator and Registrar
holly@virginia.edu | 434-243-5861