



UNIVERSITY
of VIRGINIA

LIBRARY

LOAN AGREEMENT

Incoming

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

Borrower's Contact:

University of Virginia Library

Holly Robertson – Curator of Exhibitions

holly@virginia.edu | 434-243-5861 | Harrison-Small Research Center 205A

EXHIBITION

Exhibition Title:

Venue(s):

Exhibition Dates:

Loan Period:

LENDER

Lending Entity:

Address:

Lender Contact (Name + Title):

Phone:

Email:

Loan Conditions

Possession of Work(s): Each Work borrowed 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. 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, unless Lender elects to insure the Work(s), to 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. Notwithstanding the foregoing, the parties acknowledge and agree that all cultural heritage works are subject to gradual inherent deterioration for which neither party is responsible.

The Borrower retains the right to request from the Lender a detailed condition report on the Work(s). The Borrower will immediately report evidence of damage not described in Lender's condition report at the time of receipt or while in the Borrower's custody to the Lender.

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.

Transportation and Packing: The Borrower and Lender will negotiate and document the responsibility for, and details of, transportation of each Work in its Shipping and Transport section. The Lender certifies the Work(s) are in condition satisfactory to withstand ordinary strains of packing, transportation and handling. The Borrower will create condition reports upon the Work(s) arrival and departure. The Lender will pack Work(s) adequately and securely for the type of shipment agreed upon, and will include any special instructions for unpacking and repacking. 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 Lender represents that the following is an accurate valuation of the insurance value of the Work(s): \$_____. Unless Lender elects to insure the Work(s), the Borrower will insure each Work for the Loan Period at the declared total valuation provided by the Lender in its Record. The Borrower and its insurer(s) each reserve the right to substantiate the insurance value of any damaged Work(s) prior to settling a claim. Claims paid for industrially fabricated Work(s) (for example, photographs) that can be replaced to the artist's specifications, will not exceed the cost of replacement. The Borrower's fine arts, all-risk, wall-to-wall coverage is subject to the usual exclusions including those for loss or damage due to war, invasion, hostility or war-like action, insurrection or civil commotion, terrorism, confiscation by public authority or risk of contraband or illegal transportation or trade, seizure or destruction under quarantine or customs regulations, pollutants, nuclear reaction, nuclear radiation, radioactive contamination, wear and tear, gradual deterioration, inherent vice, shipments by mail unless by registered first class mail. The Lender agrees that, in the event of damage, recovery will be limited to such amounts, if any, as may be paid by the insurer, and releases the Borrower, its officers, employees and agents from any liability for any and all claims arising out of such loss or damage.

If the Lender elects to insure the Work(s), the Borrower accepts no responsibility for loss or damage to the Work(s) or attributable to the Work(s). The Borrower will not be responsible for insuring the Work(s). The Lender must supply a certificate of insurance naming as additional insureds under the Lender's policy "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 Commonwealth of Virginia and the Borrower. The Borrower will accept no responsibility for any error or deficiency in information provided to the Lender's insurers or for lapses in coverage.

Return: The Borrower will return work only to the Lender's address stated herein unless the Lender provides written notice to the contrary. Unless otherwise agreed upon, Work(s) are to be returned to the Lender or his/her duly authorized agent within 30 days of the expiration or termination of this Agreement. This Agreement is subject to Title 55, Chapter 11.2, of the Code of Virginia ("Chapter"). If the Lender cannot be found after the Borrower has complied with applicable sections of the Chapter, the Work(s) are deemed by operation of law to be donated to the Borrower.

Representations: Any value declared by the Lender shall not be considered an appraisal by the Borrower. The fact that Work(s) have been in the Borrower's custody will not indicate any endorsement by the Borrower of the Work(s), Lender or creator of the Work(s).

Warranties: The Lender warrants that it is the owner of the Work(s), and/or has full power and authority to lend the Work(s) to the Borrower and to permit public display. Unless the Lender has noted special conditions (such as copyrights or liens) governing a Work in its Record, the Lender warrants that no actions herein contemplated by the Borrower will infringe upon any copyright in that Work. In receiving or surrendering Work(s), the Borrower requires that the Lender comply with all governmental regulations.

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: If any provision of this Agreement is held to be invalid, such invalidity will not affect any provisions which can be given effect without the invalid provision.

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

Governing Law: This Agreement will be 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 a waiver of the sovereign immunity of the Commonwealth of Virginia.

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

The Lender declares that it has full authority to make this loan; that the information herein is correct; and that it has read and accepts the terms and conditions of this herein.

Lender: _____ Date: _____

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

Approved for the Harrison-Small Research Center

_____ Date: _____
Holly Robertson, Registrar

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 for catalog, labels, publicity, etc.: _____
(*Courtesy of ... From the Collection of ...*)

Insurance value:

Insurance to be carried by:

SHIPPING & TRANSPORT

Date required by:

Shipment Method:

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

Address from which object is to shipped/returned, if different from above:

Shipment contact:

Phone: