



## Loan Agreement Form

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

Two copies of this Loan Agreement Form are enclosed. Please sign and return one to the Frankfort Arts Association. Retain the other for your files.

**Please list and provide the requested information for each work of art loaned for the show on Attachment #1.**

The undersigned (Lender/Artist) hereby lends to the Frankfort Arts Association the object(s) described on Addendum #1 for the purposes and subject to the terms and conditions herein set forth. It is understood that this work may be photographed, telecast and reproduced for publicity purposes connected with this exhibition and for illustration in the Frankfort Arts Association's newsletter, social media and other publications and that images may be made and distributed for educational and promotional use specific to this exhibit.

Insurance Value: \$ \_\_\_\_\_ (please read conditions on page 2)

Do you choose to use your own insurance? \_\_\_\_\_ If so, estimated premium \$ \_\_\_\_\_. If you maintain your own insurance, please instruct your broker to furnish us with a certificate of insurance naming the Frankfort Arts Association as additional insured.

**Dates of Loan Period** (Approximate and may be adjusted based on scheduling pick-up and return of work)

Title of the exhibition: Flora & Fauna

Date of exhibition: February 27 - April 13, 2025

Artwork should arrive at the gallery on: February 24, 2025

Artwork should be picked up after exhibit on: April 14, 2025

### **General Conditions of Loan**

- Lender warrants and represents that: (a) it has full and absolute authority to make the loan described in this agreement; (b) the foregoing description of object(s) being lent to the Frankfort Arts Association hereunder is accurate and complete to the best of its information and belief; and (c) Lender

acknowledges that no fee or other compensation shall be payable by the Frankfort Arts Association and/or other Institutions solely by virtue of this loan.

- The Frankfort Arts Association will exercise the same care with respect to the work of art referred to on the obverse as it does in the safekeeping of comparable property of its own.
- The work shall remain on exhibit for the duration of the exhibit but may be withdrawn from the exhibition at any time by duly authorized personnel of the Frankfort Arts Association.
- Unless Lender has elected to maintain his own insurance coverage the Frankfort Arts Association will insure the work while it is exhibited in the Frankfort Arts Association exhibition under its miscellaneous liability policy for the actual cash value of described items in which the Frankfort Arts Association is found to be legally liable on location during the period of this loan. The Frankfort Arts Association's miscellaneous liability policy contains the usual exclusions for loss or damage due to wear and tear, gradual deterioration, nuclear reaction, radiation of radioactive contamination and risks of war. If the work shall have been industrially fabricated and can be replaced or repaired to the artist's specifications, the Frankfort Arts Association's liability shall be limited to the cost of such replacement. Lender agrees that in the event of loss or damage, recovery shall be limited to such amount, if any, as may be paid by the insurer hereby releasing the Frankfort Arts Association and the trustees, officers, agents and employees of the Frankfort Arts Association from liability for any and all claims arising out of such loss or damage. If Lender has elected to maintain his/her own insurance, the Frankfort Arts Association must be supplied with a certificate of insurance naming the Frankfort Arts Association and each of the participating institutions as an additional insured or waiving subrogation against the Frankfort Arts Association and each participating institution. If Lender fails to supply the Frankfort Arts Association with such a certificate, this loan agreement shall constitute a release of the Frankfort Arts Association from any liability in connection with the work. The Frankfort Arts Association does not accept responsibility for any error or deficiency in information furnished to Lender's insurer or for any lapses in coverage.
- Artwork left after 7 days of pick-up date will result in a \$5 per day storage fee. If left 60 days or more, artwork becomes the property of the Frankfort Arts Association. All shipping and delivery is the responsibility of the artist. Art that is shipped will be returned in your pre-paid shipping cartons.
- The Frankfort Arts Association has the right to decline any work that does not reflect its mission, exhibition theme or does not resemble submitted images.

**I HAVE READ THE GENERAL CONDITIONS OF LOAN STIPULATED ON THIS LOAN AGREEMENT FORM AND ACCEPT THEM.**

Signature of Lender/Artist: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

# ADDENDUM #1

Lender/Artist:

Art Work Title:

Date:

Medium/Material:

Size:

Value:

Credit Line for Label: \_\_\_\_\_

For Sale: \_\_\_\_\_ Not for Sale: \_\_\_\_\_

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Lender/Artist:

Art Work Title:

Date:

Medium/Material:

Size:

Value:

Credit Line for Label: \_\_\_\_\_

For Sale: \_\_\_\_\_ Not for Sale: \_\_\_\_\_

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Lender/Artist:

Art Work Title:

Date:

Medium/Material:

Size:

Value:

Credit Line for Label: \_\_\_\_\_

For Sale: \_\_\_\_\_ Not for Sale: \_\_\_\_\_