

Town of Weston Incoming Loan Agreement Form for Artwork

The undersigned (lender) hereby lends to the Town of Weston ("Town") the objects described herein for the purposes specified and subject to the Conditions Governing Incoming Loans on pages three and four of this form. Please fill in all necessary information, make any corrections or additions directly on the form and sign and date the form. Keep one copy for your records and return the other to the Town.

LENDER

Lender's name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ email: _____

Contact name (if different from lender): _____

LOAN DETAILS

Purpose of Loan: _____

Loan Start Date: _____ Loan End Date: _____

Exhibition Title (if applicable): _____

Exhibition Dates: _____

PACKING

Incoming Object(s) will be packed by _____ Lender _____ Third Party Vendor

Returning Object(s) will be packed by _____ Lender _____ Third Party Vendor

Vendor: _____

TRANSPORT

Incoming Object(s) will be delivered to the Town (location tbd)

by/via: _____

Returning Object(s) will be delivered to: _____

by/via: _____

Additional transport details: _____

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CONDITIONS GOVERNING INCOMING LOANS

Changes to Loan Period

1. Loaned objects shall remain in the possession of the Town for the time specified on the Incoming Loan Agreement Form unless mutually agreed otherwise. They may be withdrawn from the exhibition by the Town. Loans will be returned only to the Lender or his or her duly authorized agent or representative (proof of authorization may be required).
2. The Town will give reasonable notice in writing if it desires to have any object taken back early by the Lender, in which case the Town will make all reasonable efforts to return the object(s) to the Lender.
3. The Lender will give the Town a written 90-day notice of object recall, if loan termination is desired prior to the agreed upon loan end date stated on the Incoming Loan Agreement Form.
4. Long-term loans shall be renewed on an annual basis in writing to the Lender, which must be acknowledged by his/her signature on the Incoming Loan Agreement Form, a copy of which shall be returned to the Town within 30 days of receipt.

Changes to Lender

5. In the case of the death of a Lender, the legal representative of the deceased is requested to notify the Town giving his/her full name, address, and other contact information, and enclosing a certified copy of his/her authority.
6. In the event that an object's ownership has, during the period of the loan, passed by sale, bequest, or gift to some person or institution other than the Lender, and the object has not been returned to the original Lender or representative, the new owner must establish, in advance of such return, his/her authority to receive it. Notwithstanding the foregoing, the Town shall be under no obligation and the new owner shall have no right to remove the loaned object until the expiration of the loan term.

Costs

7. Costs of insurance, packing, crating, transportation and customs formalities will be borne by the Lender unless otherwise agreed upon in writing.
8. If the loaned object(s) is to be returned at the Lender's request, without prior written agreement, to any address other than that specified in the Incoming Loan Agreement Form, the Town may ask the Lender to pay any additional costs necessitated by such change.

Insurance

9. The Town is not responsible for insuring the Lender's object(s). Insurance, if any, covering the Lender's objects shall be the sole responsibility of the Lender.
10. The Lender agrees that in the event of loss or damage, recovery, if any, shall be limited to such amount as may be paid by an insurer.

Care and Handling

11. Loaned object(s) shall remain in the condition in which they are received. They shall not be unframed, unglazed, or removed from mats, mounts, or bases, cleaned, repaired, or transported in damaged condition except:
 - a. with the express permission of the Lender, confirmed in writing;
 - b. when the safety of the work makes such action imperative.
12. The Lender certifies that the loaned object(s) is/are in such condition as to withstand ordinary strains of

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packing, transporting, and handling. The Lender shall provide the Town with a written report of the condition of the object(s) prior to shipment or it will be assumed that the loaned object(s) is/are received in the same condition as when they left the Lender's possession. The Lender will assure that the loaned object(s) is/are adequately and securely packed for the type of shipment agreed upon, and that a reliable, qualified courier or shipper is chosen for transport.

Reproduction and Credit

13. The Town may photograph or otherwise reproduce the object(s) for educational, catalogue, and/or publicity purposes. The loaned object(s) and any reproduction of them by the Town will be identified and credited using the information stated on the Incoming Loan Agreement Form using the Lender's identification or as otherwise specified.

14. It is understood that object(s) on exhibit will be located in publicly accessible areas. The Town is not responsible for preventing the public from photographing or filming the Lender's object(s), and shall not be held liable in the event of such reproductions.

Release of Town Liability

15. The Lender hereby releases and discharges the Town, its officers, agents, and employees from all actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, executions, claims, and demands, which the Lender and her or her heirs, executors, administrators, successors and assigns may have arising out of any loss, damage, or reproduction of the Lender's object(s) during the Town's possession of the object(s).