



# WHITTEMORE

Community, Culture & Conservation

## ART LOAN AGREEMENT

The undersigned ("Lender") hereby lends Friends of Whittemore ("FOW") dba Whittemore - Community, Culture & Conservation ("WCCC"), the object(s) described herein, subject to the terms and conditions set forth:

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EXHIBITION TITLE: "SEED/s"  
 DATE OF EXHIBITION: May 4<sup>th</sup> - June 4<sup>th</sup>, 2019  
 DATES OF LOAN: No earlier than April 29<sup>th</sup> - June 6<sup>th</sup>, 2019  
 (Delivery accepted from April 29<sup>th</sup> - May 3<sup>rd</sup>, 2019/Pick-up: June 5<sup>th</sup> or 6<sup>th</sup>, 2019 - please confirm all delivery's & pick-up via email - admin@whittemoreCCC.org)

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LENDER:  
 ADDRESS:  
 CITY, STATE, ZIP  
 PHONE:  
 EMAIL:  
 WEBSITE:  
 CREDIT LINE FOR LABELS & PUBLICITY

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OBJECTS: Please see Object Information List

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INSURANCE: Please see Conditions Governing Loans  
 INSURANCE VALUE: Please include individual insurance values on Object Information List

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FOW dba WCCC will provide insurance, through its insurance policy, for works that are physically present at Whittemore House or under the care, custody or control of an authorized FOW employee or representative, for the insurance values stated unless otherwise advised. Works are not insured while in transit unless they are under the care, custody or control of an authorized FOW employee or representative.

Do you prefer to maintain your own insurance? \_\_\_\_YES\_\_\_\_NO  
 If yes, estimated cost of premium: \$\_\_\_\_\_

SHIPPING/HANDLING: **Please list any special instructions for handling, packaging, shipping or installation.**

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The Lender acknowledges that he/she has full authority and power to make this loan, that he/she has read the conditions above and attached to this form, and that he/she agrees to be bound by them.

\_\_\_\_\_  
 Lender (please sign) Date: \_\_\_\_\_

\_\_\_\_\_  
 For Friends of Whittemore Date: \_\_\_\_\_

\_\_\_\_\_  
 Lender (please print) Date: \_\_\_\_\_

\_\_\_\_\_  
 For Friends of Whittemore (please print) Date: \_\_\_\_\_

Please complete, sign and return to Friends of Whittemore via US Mail or return a signed, scanned copy via email to [admin@whittemoreccc.org](mailto:admin@whittemoreccc.org). A countersigned copy will be sent to you.



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**OBJECT INFORMATION LIST**

**EXHIBITION TITLE: "SEED/s"**

**ARTIST:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE/YEAR:** \_\_\_\_\_

**MEDIUM:** \_\_\_\_\_

**DIMENSIONS:** \_\_\_\_\_

**INSURANCE VALUE:** \_\_\_\_\_

**SALE PRICE: \$** \_\_\_\_\_



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## CONDITIONS GOVERNING LOANS

### CARE, PRESERVATION, EXHIBITION

1. Friends of Whittemore will exercise the same care with respect to loans as it does in the safekeeping of its own property. Precautions will be taken to protect objects while in Whittemore's custody, but it is understood by the Lender and Whittemore that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible.
2. The Lender certifies that the objects lent are in such condition as to withstand ordinary strains of packing, transportation and handling. If the Lender does not provide a written report of the condition of objects prior to shipment, it will be assumed that objects are received in the same condition as when leaving the Lender's possession. Evidence of damage or inappropriate condition at the time of receipt or while in Whittemore's custody will be reported immediately to the Lender.
3. The Lender will be requested to provide written authorization for any alteration, restoration, or repair.
4. Loaned objects shall remain in the possession of Whittemore for the time specified on the face of this loan agreement but may be withdrawn from exhibition at any time by the Executive Director or Exhibitions Coordinator.
5. Loaned objects will be identified by the use of the information on the face of this form and will include the Lender's identification as listed in the credit line.

### INSURANCE

6. Unless the lender expressly elects to maintain his/her own insurance, Whittemore will provide insurance, through its comprehensive insurance policy, for works that are physically present at Whittemore or under the care, custody or control of an authorized FOW employee or representative, for insurance values stated unless otherwise advised. Works are not insured while in transit unless they are under the care, custody or control of an authorized FOW employee or representative.
7. Friends of Whittemore will not assume responsibility for damage to artwork found to be the result of insufficient or inappropriate packing by Lender.
8. The amount payable by insurance secured in accordance with this loan agreement is the sole recovery available to Lender.
9. If the Lender elects to maintain his own insurance, Whittemore must be supplied with a certificate of insurance naming the borrower as additionally insured or waiving subrogation against the borrower. Without a certificate of insurance from the Lender, this loan agreement shall constitute a release of the borrower from any liability in connection with the loaned property. Whittemore accepts no responsibility for any error or deficiency in information furnished to the Lender's insurers or lapses in coverage.

### PHOTO RELEASE

10. The Lender grants FOW dba WCCC permission to use images of loaned artwork in publications and marketing materials, including written or digital. In addition, Lender waives the right to inspect or approve the finished product in which the images appear.

### RETURN OF LOANS

11. Loaned objects will be packed in the original materials provided by the Lender for return at the end of the loan period unless otherwise agreed upon in writing by Whittemore and the Lender.
12. Unless otherwise agreed to in writing by the Lender and Whittemore, a loan is terminated on the date specified on the face of this agreement. If no date is specified, the loan shall be for a reasonable period of time, but not to exceed one year. Upon termination of a loan, the Lender is on notice that a return or renewal must be affected or else a gift of the object will be inferred.
13. Loans will be returned only to the Lender of record or to a location mutually agreed upon in writing by the Lender and Whittemore. If Whittemore's efforts to return objects within a reasonable period following termination of the loan are unsuccessful, the objects will be maintained at the Lenders risk and expense.

### SALE OF OBJECT

14. All sales will be handled by a representative of FOW, who will be at Whittemore during exhibition hours. Payment will be made to FOW and 60% of the purchase price will be remitted to Lender within 7 business days of end of exhibition.