

Read me First: Art Loan and Exhibition Agreement

Introduction: Faculty and staff borrowing artwork for exhibition at University events or on University property should memorialize the terms of the loan arrangement using the Art Loan and Exhibition Agreement template. The agreement specifies what, where, and for how long works may be exhibited; documents the valuation and insurance coverage for the works; addresses publicity and acknowledgement requirements; and otherwise assigns responsibilities between the parties. When signed by an authorized representative of the University, the agreement establishes a contract between the University and the lender and provides the basis for insuring the works through the University.

NOTE: The Fralin or Kluge-Ruhe Museums follow separate procedures.

Procedure:

- The requesting department should designate an individual to serve as the Department Contact and primary liaison with the lender.
- The Department Contact first downloads the template agreement and completes it with assistance from the lender, following the instructions below on the information required for each field.
- The completed agreement should be signed by the lender and sent as a pdf attachment to the Controller's Office.
- The Controller's Office will review the agreement together with the Office of Property & Liability Risk Management. If any changes or clarifications are needed, the Controller's Office will notify the department contact to resolve the issue with the lender.
- Once the agreement is complete and any issues resolved, the Controller will sign the agreement and copies will be distributed in pdf format to the Department Contact and Risk Management. The Department Contact should provide the lender with a copy of the fully signed agreement for their records.

NOTE: Works borrowed without written documentation are not covered against loss or damage by the University.

Agreement Template Field Explanations:

Art Loan and Exhibition Agreement:

Contract No.:	Leave blank; to be completed by the Controller's Office.
Requesting Department:	Identity of the department or unit responsible for the loan. Note that all loans are contracted in the name of the Rector and Visitors of the University of Virginia.
Lender:	The legal name and address of the individual or entity lending the work (not necessarily the artist or the individual in possession of the work). In cases where the lender is not the owner, please provide an explanation to the Controller's Office.
Art Loan Dates (including dates checked in Section 3):	The dates the works are in the University's possession, including any time required for pre- or post-exhibition installation, removing, packing, storage, and transportation IF the University is providing insurance for the transportation.
Value of Work:	The total value of all works listed on Attachment 1. Check "Yes" if the University should insure the works through the Art Loan Dates.

Exhibition Venue:	The specific location where the works will be displayed.
Exhibition Title:	The title of the exhibition or show where the loaned work will be displayed (if any).
Lender's Credit Line:	The attribution language provided by the lender for inclusion in announcements and/or signage for the exhibition. At its discretion, a lender may request to remain anonymous.
Section 3. Transportation:	Normally the lender is responsible for transportation and insuring the works for the time they are in transit to and from the University. In some circumstances, the University will provide insurance coverage for work in transit. If the Requesting Department desires such coverage, the appropriate boxes must be checked, and the dates completed.
Signature Lines:	The lender signatory should be the owner, if an individual, or an authorized official of the lending party, if a company or other legal entity. The Controller's Office – not a representative of the Department or Dean's Office – must sign for the University.
<u>Attachment 1:</u>	This attachment is the inventory for the works covered by the agreement. This attachment may be replaced or modified provided that substantially the same information is included. Each work must be described in sufficient detail (both subjective content and physical characteristics) to enable identification in the event of loss; an electronic image to accompany the description is strongly advised.
Contact Name and Address for Copyright Clearance :	Complete if the lender is not the copyright holder of the works.
Photo Provided:	Check "yes" if the lender will provide a photo for publication in University promotional materials. Do not check "yes" if a photo is provided solely to accompany the description of the work in Attachment A.
Permission to Reproduce:	Check "yes" if the lender gives the University permission to photograph the work for promoting and archiving the exhibit.
<u>Attachment 2:</u>	This attachment provides information of the individuals responsible for the various aspects of the loan arrangements.
Department Contact for Loan Approval:	The faculty or staff member with authority to approve the exhibition for the University department or unit controlling the venue.
Department Contact for Condition Check:	The department or unit-level employee representing the University for purposes of the loan. This individual is responsible for checking condition of the works upon arrival and departure, and for documenting any damage that occurs in transit or during exhibition.
University Authorized Official:	The person with signature authority to legally bind the University. The Controller's Office will complete this section.
Lender Contact for Condition Check:	The Lender's representative (if not the lender) responsible for checking condition of the works upon arrival and departure, and for documenting any damage that occurs in transit or during exhibition.

Lender Authorized Official: If the Lender is a company or other legal entity rather than an individual, the authorized official of such lending entity.