



CARNEGIE CENTER
 For Art & History
 A Department of the New Albany-Floyd County Public Library

201 E. Spring St., New Albany, IN 47150
 (812) 944-7336 | (812) 981-3544 fax
 info@carnegiecenter.org

INCOMING LOAN AGREEMENT

EXHIBITION

Exhibition title: _____
 Dates of exhibition: _____
 Location: _____

LENDER

Lender's name: _____
 Address: _____ City: _____ State: _____ Zip: _____
(return shipment will be to this address, unless instructed otherwise in writing)
 Contact Name (if different): _____ Title: _____
 E-mail: _____
 Phone: _____ FAX: _____

OBJECT

Artist: _____ Nationality: _____ Life Dates: _____
 Title: _____ Year created: _____
 Medium: _____
 Lender's Accession / Inventory Number: _____
 Dimensions (in inches): Height: _____ Width: _____ Depth: _____
 Is the work framed? Yes ___ No ___ If yes, is the work glazed? Yes (glass) ___ Yes (Plexiglas) ___ No ___
 Credit line (how lender should be identified on exhibit labels, online & print publications, and publicity, such as name or "Private Collection" if anonymous.): _____

PHOTOGRAPHY & REPRODUCTION

Is a high-resolution digital image of the work available? (300 ppi, .jpg or .tiff) Yes ___ No ___
 If yes, please share image caption or photography credit: _____

 Unless otherwise specified, lender agrees that the work may be reproduced in publications and broadcasts for publicity and educational purposes associated with the exhibition. Yes ___ No ___
 Lender allows photography by visitors to the exhibition. Yes ___ Yes, with no flash ___ No ___

INSURANCE & SALES

___ I accept CCAH insurance for this loan ___ I waive CCAH insurance and will carry my own
 Insurance value: \$ _____ *(must be supplied by lender, CCAH does not undertake appraisals)*
 Is the loaned artwork for sale? Yes ___ No ___ If yes, Retail Price: \$ _____
(Carnegie Center for Art & History, Inc. retains a 40% commission on all sales.)

SHIPPING & HANDLING

Shipping will be arranged by: Lender ___ Venue ___ To arrive by (date): _____
 Method of shipment: _____
 Please share any special shipping, handling, environmental requirements and/or installation instructions for this object:

INCOMING LOAN TERMS AND CONDITIONS

Care and handling

Carnegie Center for Art & History (CCAH) will give objects left in its custody the same care provided similar property of its own. No alteration, restoration or repair to objects will be undertaken without the written authorization of the Lender. The Lender certifies that the objects lent are in good condition and will withstand ordinary strains of packing and transportation. If any object requires special packing, handling, environmental conditions or installation methods, those requirements must be included in this agreement, and CCAH will make every effort to comply with them.

The lender will complete a written condition report for the object(s) prior to shipment. On receipt of the object(s) and after unpacking them, CCAH will complete a written condition report, noting any discrepancies with the lender's report. Evidence of damage to objects at the time of receipt or while in the museum's custody will be reported immediately to the Lender.

Transportation and packing

Costs of transportation will be borne by Lender, unless otherwise agreed to in advance. The method of shipment must be agreed upon by both parties. CCAH prefers packing to be completed by the lender and written packing instructions to be included for the return of the loan. CCAH will return the work in the original packing materials per provided instructions unless otherwise authorized by the Lender.

If the loaned object is to be returned at the lender's request (without prior written agreement) to any address other than that from which it was collected, the lender may be required to pay any additional costs necessitated by such change.

Publicity and Photography

Unless otherwise notified in writing, CCAH assumes the right to photograph and reproduce photographs of the loan for educational and publicity purposes and for use in publications, educational materials and publicity related to the exhibition.

Insurance

Objects will be insured by Carnegie Center for Art & History, as a division of the New Albany-Floyd County Public Library, according to the terms of its policy for fine art objects. In the event of transport of the object by Carnegie Center for Art & History staff, insurance value must be provided in advance in order to obtain insurance coverage by the New Albany-Floyd County Public Library while object is in transit to or from the lender.

If the lender agrees to obtain their own insurance and this is not done, then the lender agrees to release Carnegie Center for Art & History from any liability for damage to or loss of the loaned property.

The 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 Carnegie Center for Art & History and all participating venues, and the trustees, officers, agents, staff and volunteers of the Carnegie Center for Art & History from liability for any and all claims arising out of such loss or damage.

Return of loans

Upon expiration of the loan, the object will be released to the Lender according to their instructions. If, after reasonable efforts, Carnegie Center for Art & History is unable to contact the Lender following expiration of the loan and no special arrangements have been made for the return of the loan, the object will be placed in storage at the Lender's risk and expense and insurance coverage by Carnegie Center for Art & History discontinued. If, after one year, the work shall not have been reclaimed, then, and in consideration for its storage, insurance, and safeguarding during such period, the work shall be deemed an unrestricted gift to the Carnegie Center for Art & History.

In case of change of legal ownership during the loan period, the new owner will be required to establish his legal right by proof satisfactory to Carnegie Center for Art & History.

The Lender acknowledges that Lender has full power to make this loan, that they have read the conditions above and that they agree to abide by said conditions.

Signed: _____ Title: _____ Date: _____
Lender

Signed: _____ Title: _____ Date: _____
Carnegie Center for Art & History