

KALAMAZOO VALLEY COMMUNITY COLLEGE (KVCC) – EXHIBITION LOAN AGREEMENT

DEPARTMENT LOCATION: **CENTER FOR NEW MEDIA & ARCUS GALLERY**
OTHER: TTC ACC KVM GROVES

Cindy Parks or Tom Hamann
PHONE: 269.373.7881

Exhibition/Loan Purpose

Title/Date **Latino Artists Exhibit, July 2021**

Loan period will commence on the delivery date: _____ end/pickup on or after: **08/06/21** _____

Lender Information

Name: _____

Address: _____

Phone: _____ Work Home Mobile

Inventory

See Exhibit A: Loan Agreement Inventory
Work(s) will be available for pickup on or after Friday, August 6, 2021

Notes on Condition See Exhibit A: Loan Agreement Inventory

Copyright Do you own the copyright to the work? YES NO
If not, who does?

Photography Except as Deleted and Initialed Below, the Lender agrees KVCC (and any participating institutions may:
a. reproduce the artwork in the artwork in KVCC publication and publicity, including film or video.
b. make presentations or video for educational use.
c. permit the general public to photograph the work.

The Lender hereby agrees to loan Kalamazoo Valley Community College the property described herein for the purposes and subject to the terms and conditions set forth. The Lender acknowledges the s/he has full authority and power to make this loan, and that s/he has read the conditions above and on the reverse side of this form and that s/he agrees to be bound by them.

Signature of Lender _____ Date _____

Approved for Kalamazoo Valley Community College _____ Date _____

Name/Title of Lender _____

Name/Title _____

EXHIBITION LOAN AGREEMENT
Conditions Governing Loan Agreement

GENERAL

- A. The conditions set forth on this form apply to all objects lent to Kalamazoo Valley Community College and cannot be altered, changed, waived or otherwise amended except as agreed in writing.
- B. Attributions, dates and other information shown on face of this Agreement which pertain to the loaned property are as given by the Lender unless otherwise specified. This Agreement is not intended to confirm the accuracy of the information.

CARE AND PRESERVATION

- A. The College will give loaned property left in its custody the same care provided to similar property of its own. It is understood that all property is subject to inherent deterioration for which neither party is responsible.
- B. It is agreed that if condition notes are supplied by the Lender, the College will verify their accuracy. If condition notes are not supplied by the Lender the College will assess the condition when the property is received and this assessment will establish the condition of that property at the time of the loan.
- C. The College will give prompt notice to the Lender in case of damage and/or loss to the property at the time of receipt or while in custody of the College.
- D. The Lender will be requested to provide written authorization for any restoration of and or any alteration or repair to the loaned property that is undertaken on his/her behalf by the College unless:
 - a) immediate action is required to protect the loaned property or other property in custody of the College or
 - b) the loaned property has become a health and safety hazard.

TRANSPORTATION AND PACKING

- A. The Lender certifies that the loaned property is in such condition as to withstand ordinary strains of transportation and handling.
- B. Costs and arrangements of transportation and packing both to and from the College will be borne by the Lender unless otherwise arranged.

RISK OF LOSS, DAMAGE OR DESTRUCTION

The lender understands and agrees that the College is not responsible for loss, damage or destruction of the artwork. Artist agrees to hold the College harmless for any damage to or destruction of any item exhibited pursuant to this agreement.

CHANGE OF OWNERSHIP AND/OR ADDRESS

The Lender shall notify the college promptly in writing of any change of address or change of ownership (whether by reason of death, sale, insolvency, gift, or otherwise) of loaned property. If the Lender fails to adhere to these prescribed procedures to preserve his/her interest in the loaned property, the Lender may lose his/her right therein. A new owner may be required to document, by proof satisfactory to the College. This agreement shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the Lender.

RETURN OF LOANED PROPERTY

- A. Upon expiration of the loan period, loaned property will be released to the original Lender, his/her authorized agent or legal successor. Unless the College is notified in writing to the contrary, lender is responsible for arranging pickup from The Center for New Media in a timely manner.
- B. The loan period specified on the face of this Agreement may be modified only by a written amendment to this Agreement, signed by both parties.
- C. If the College is unable to contact the Lender within sixty (60) days after the termination of the loan period and prior special arrangements have not been made for retrieval of the loaned property, the property will be placed in storage at the Lender's risk and expense for a period of 12 months.