

**KALAMAZOO VALLEY COMMUNITY COLLEGE (KVCC) – EXHIBITION LOAN AGREEMENT**

DEPARTMENT \_\_\_\_\_  
LOCATION: TTC ( ) ACC ( ) KVM ( ) MTEC ( )  
ROOM # \_\_\_\_\_

AGREEMENT # \_\_\_\_\_  
PHONE \_\_\_\_\_  
CONTACT \_\_\_\_\_

INDEX FUND \_\_\_\_\_

Exhibition/Loan Purpose \_\_\_\_\_  
Title/Dates \_\_\_\_\_  
Loan period will commence on \_\_\_\_\_ and terminate on \_\_\_\_\_

Lender \_\_\_\_\_  
Name \_\_\_\_\_  
Address (unless otherwise instructed KVCC will ship work to and from this address) \_\_\_\_\_  
Telephone (work) \_\_\_\_\_ (home) \_\_\_\_\_

Inventory See Exhibit A: Loan Agreement Inventory  
The work will be returned to the Lender in its original frame or mat unless other arrangements are made with KVCC in writing.

Notes on Condition See Exhibit A: Loan Agreement Inventory

Insurance Lender will insure the loaned property.  
Lender shall furnish KVCC with a certificate of insurance evidencing coverage and naming Kalamazoo Valley Community College, its elected and appointed officials, employees, students, agents and volunteers as additional insured(s) for the duration of the loan period.  
Such certificate shall be provided to KVCC prior to shipment of the loaned property.

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 KVCC publications and publicity, including film or video tape.  
b. make slides or videotape 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 that 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 the 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 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 packing and transportation and handling.
- B. Costs of transportation and packing both to and from the College will be borne by the College unless the loan is at the Lender's request. The method of shipment must be agreed upon by both parties.
- C. Customs regulations will be adhered to in international shipments and the Lender is responsible for adhering to his/her country's import/export requirements.

INSURANCE

LENDER PROVIDES INSURANCE. The lender agrees that the College/Museum will not be liable for any loss of or damage to the objects, for any error or deficiency in the information furnished to or by the lender's insurers, or for lapses in coverage. In addition, the lender must provide the College/Museum with a Certificate of Insurance naming Kalamazoo Valley Community College, its elected and appointed officials, employees, students, agents and volunteers as an additional insured, or provide a waiver of subrogation executed by the lender. **Otherwise, the Agreement will constitute a release of Kalamazoo Valley Community College from any liability in connection with the objects.** The lender shall notify the College/Museum in writing of any change in insurance coverage.

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 its legal right to receive the loaned property, 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, loaned property will be returned only to the Lender's address as stated on the face of this agreement. If, at the request of the lender, the loaned property is to be returned to any address other than that on the face of this agreement, the Lender shall pay any additional cost necessitated by such a change, unless otherwise agreed in writing by the College.
- 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 the return of the loaned property, the property will be placed in storage at the Lender's risk and expense.