

# INCOMING LOAN AGREEMENT

## CITY OF SPRINGFIELD ARTS COMMISSION

Date \_\_\_\_\_

1. I (we) do hereby declare that I am (we are) the lawful owner(s) of the below described property and/or have the legal authority to make this loan.
2. I (we) have read the conditions listed on the reverse of this agreement and I (we) accept them.

Lender's Signature \_\_\_\_\_

Lender's Address \_\_\_\_\_

Lender's Telephone \_\_\_\_\_

The items described below are received by the City of Springfield Arts Commission as temporary loans:

For the purpose of \_\_\_\_\_

For the period between \_\_\_\_\_ and \_\_\_\_\_

Description	Condition	Value
-------------	-----------	-------

Received by \_\_\_\_\_ for the City of Springfield.

Date Received for Exhibit \_\_\_\_\_

Items Returned on (date) \_\_\_\_\_

Received by (lender's signature or lender's agent's signature):

\_\_\_\_\_

The lender agrees to the following conditions of the loan:

1. Items loaned to the City of Springfield Arts Commission shall remain in its possession for the duration of the exhibit. There will be no exceptions.
2. Under the terms of this agreement the City of Springfield Arts Commission will exercise the same care in respect to loaned property as it will in the safekeeping of its own property.
3. Unless notified in writing to the contrary, the City of Springfield Arts Commission may photograph, sketch, or otherwise reproduce the loaned items only for purposes of record keeping, education, or publicity and not for purposes of securing financial remuneration from the sale of such photographs, sketches, or reproductions.
4. Unless the City of Springfield Arts Commission agrees to provide transportation for the loaned items to and/or from the City Hall Gallery, it will not be responsible for moving the items.
5. The City of Springfield and the City of Springfield Arts Commission accepts responsibility for damage to loaned items from the time of physical receipt of the items to the time of physical transfer from the City Hall Gallery to the owner, the owner's representative, or a shipping company. Exceptions follow:
  - a. The City of Springfield and the City of Springfield Arts Commission will not be liable for damage to items that arrive damaged or have been damaged and repaired prior to delivery to the City Hall Gallery.
  - b. Items deemed to fragile for display, or unsafe for display, or which the gallery is physically unable to accommodate will be returned to the owner during the installation period.
  - c. Owners of pieces loaned shall hold the City of Springfield and the City of Springfield Arts Commission harmless from any and all damages and liabilities incurred through owner's or owner's

agent's handling of pieces.

6. All items on display at the City Hall Gallery will be insured at the value listed on the loan agreement. Under no circumstances shall the City of Springfield and the City of Springfield Arts Commission accept responsibility for an item exceeding the amount shown on the loan agreement. Values listed for insurance purposes must not exceed current market value for comparable work in the same condition.
7. The City of Springfield Arts Commission reserves the right to determine whether an item will be displayed and for what length of time during the exhibit.