



University of California, Santa Barbara
Art Exhibition & Loan Agreement
 The Regents of the University of California as Lender

INSTRUCTIONS

This *Art Exhibition & Loan Agreement, The Regents of the University of California as Lender*, is entered into by the Regents of the University of California, on behalf of the Department indicated below, (hereinafter "University") and the Borrower, subject to the *Terms and Conditions Governing Loan Agreement*. Department to retain this Agreement, with copy to Risk Management if artwork is to be covered by UC Fine Arts Insurance.

LENDING DEPARTMENT

Lending Dept.: _____ Ph: _____ Fax: _____

Address _____

Dept. Contact: _____ Email: _____ Ph: _____

BORROWER

Borrower's Name: _____ Ph: _____ Fax: _____

Address: _____

Contact Person: _____ Email: _____ Ph: _____

EXHIBITION INFORMATION

Exhibition Name: _____ Start Date: _____ Finish Date: _____

Exhibition Location: _____ Deadline date for publicity materials: _____

LOANED OBJECT DESCRIPTION

If there are multiple loaned objects, a separate *Art Exhibition & Loan Agreement* must be completed for each loaned object or a separate schedule shall be attached to this Agreement that lists each loaned item and provides the following information:

Artist: _____ Title/Date: _____

Description of Medium (painting, sculpture, photograph, etc): _____ Insured Value: _____

Is loaned object 2-dimensional (painting, drawing, photo, etc.) or 3-dimensional (sculpture, model, etc)? 2D 3D

For 2-D work: Size without frame: Height _____ X Width _____ With frame: Height _____ X Width _____

For 3-D work: Size without base: Height _____ X Width _____ X Depth _____ With base: Height _____ X Width _____ X Depth _____

Do you own the copyright to the work (Y or N): ___ If not, who does: _____

Condition (use attmt if necessary): _____

A condition report shall be completed for each loaned object upon arrival at Borrower. A copy will be sent to the University and a copy will be kept on file.

Special handling requirements (use attmt if necessary): _____

SHIPPING

Deadline date of arrival: _____ Return date: _____ Shipment via: _____

Address from which loaned object is to be shipped/picked up: _____

Address to which loaned object is to be shipped when exhibit is over: _____

Who arranges for shipping to: _____ Who pays: _____ Who is shipper: _____

Who arranges for return shipping: _____ Who pays: _____ Who is shipper: _____

INSURANCE

University or Borrower shall provide insurance coverage for loaned objects. If University insured, Borrower may request Certificate of Insurance. If Borrower insured, Borrower shall submit a certificate of insurance to University. See *Terms and Conditions* for additional information.

Insurance provided by University (Y/N): ___ Does Borrower require Cert. of Insurance? (Y/N): ___ Declared value: _____

Insurance provided by Borrower (Y/N): ___ Has Borrower submitted Cert. of Insurance? (Y/N): ___ Declared value: _____

SPECIAL TERMS & CONDITIONS (USE ATTMT IF REQ'D)

SIGNATURES

The undersigned agree to the *Art Exhibition & Loan Agreement* and the *Terms and Conditions Governing the Loan Agreement*.

Signature Borrower/Authorized Agent Print Name & Title Date

Signature University/Authorized Agent Print Name & Title Date

TERMS & CONDITIONS GOVERNING LOAN AGREEMENT

1. This “*Terms & Conditions Governing Loan Agreement*” and the attached “*Art Exhibition & Loan Agreement*” (collectively hereinafter the “*Agreement*”) set forth the terms and conditions pursuant to which the Regents of the University of California (hereinafter the “*University*”) will lend, and the borrower indicated on the attached “*Art Exhibition & Loan Agreement*” (hereinafter the “*Borrower*”) will borrow, the artwork and/or other objects loaned by the University (hereinafter the “*Loaned Object(s)*”).
2. The Borrower shall, at all times, exercise the same care with respect to the Loan Object(s) as the Borrower does in the safekeeping of comparable works owned or cared for by the Borrower, but at no time will the Borrower exercise less than reasonable care.
3. Unless otherwise agreed in writing, the University and the Borrower agree that the costs associated with this Agreement, including, but not limited to, costs associated with insurance, shipping to and from the exhibition venue, packing, matting, and framing the Loan Object(s) shall be borne by the Borrower.
4. The method of shipment shall be agreed upon by both parties and shall be set forth on the attached “*Art Exhibition & Loan Agreement*”. The University certifies that the Loan Object(s) is/are in such condition as to withstand the ordinary strains of packing, transport, and handling. The University shall ensure that the Loan Object(s) is/are adequately and securely packed for the type of shipment agreed upon and the University shall transmit to the Borrower any special instructions for unpacking and repacking the Loan Object(s).
5. If, at the request of the University, the Loan Object(s) is/are to be returned to any address other than that to which the parties have previously agreed, the University shall, at the Borrower’s request, pay any additional costs resulting from such change.
6. The Loan Object(s) shall be insured as set forth in the attached “*Art Exhibition & Loan Agreement*”. If, pursuant to the “*Art Exhibition & Loan Agreement*”, the University is required to insure the Loan Object(s), the University shall insure the Loan Object(s), in accordance with the terms and conditions of the University’s Fine Arts Insurance policy, while the Loan Object(s) are in transit and while they are in the University’s care, custody, and control. The University shall provide the Borrower with an itemized schedule describing the Loan Object(s) and indicating their declared value. The University shall provide a certificate of insurance upon the Borrower’s request.
7. If, pursuant to the attached “*Art Exhibition & Loan Agreement*”, the Borrower is required to insure the Loan Object(s), the Borrower shall insure the Loan Object(s) while in transit and for the entire loan period indicated on the attached “*Art Exhibition & Loan Agreement*”. Prior to the shipment of the Loan Object(s), the Borrower shall provide to the University a certificate of insurance showing coverage for an amount not less than the declared value of the Loan Object(s). The certificate of insurance must name the Regents of the University of California as an additional insured.
8. The Borrower shall defend, indemnify, and hold the University, and the University’s officers, employees, and agents, harmless from and against any and all liabilities, losses, expenses (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement with the exception of those liabilities, losses, expenses (including reasonable attorneys’ fees), or claims that are caused by or result from the sole negligence of the University, its officers, agents, or employees.
9. THE BORROWER ACKNOWLEDGES AND AGREES THAT THE UNIVERSITY WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT THE UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. THE BORROWER FURTHER ACKNOWLEDGES AND AGREES THAT THE UNIVERSITY’S AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT RECEIVED BY THE UNIVERSITY FROM THE BORROWER PURSUANT TO THIS AGREEMENT.
10. Unless the University notifies the Borrower in writing to the contrary, it is understood that the Loan Object(s) may be photographed by the general public.
11. The Borrower warrants and guarantees that each Loan Object will remain in the Borrower’s care, custody, and control for the entire duration of the exhibition specified in the section titled “Exhibition Information” on the attached “*Art Exhibition & Loan Agreement*”.
12. The Borrower acknowledges and agrees that the University has and will retain sole discretion to determine the duration for which, and the manner in which, the Loan Object(s) may be exhibited and to determine which written and interpretive materials will accompany the Loan Object(s) at the exhibition. The Borrower further acknowledges and agrees that the University has and will retain sole discretion to determine whether to loan, and whether to continue to lend, the Loan Object(s) to the Borrower. The University may, therefore, terminate this Agreement, and the rights granted hereunder, upon written notice to the Borrower.
13. The Borrower may not assign this Agreement, or any interest hereunder, without the University’s prior written approval.
14. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California excluding any laws that might direct the application of the laws of any other jurisdiction. The University and the Borrower hereby consent to the jurisdiction of the courts in the State of California for the purpose of all actions arising under or in connection with this Agreement. The exclusive venue for all such actions will be the Superior Court of California in and for Santa Barbara, California.
15. If the Borrower breaches, or threatens to breach, any provision of this Agreement, the University, in addition to any other remedy it may have at law or in equity, will be entitled to seek injunctive relief, or other similar remedy, in order to specifically enforce the provisions of this Agreement. The Borrower acknowledges and agrees that money damages alone would be an inadequate remedy for the injuries, damages, and irreparable harm that might be suffered and incurred by the University as a result of a breach of this Agreement. The Borrower hereby waives any requirement that the University post a bond or other security.
16. Should any provision of this Agreement be held unenforceable, the validity of the remaining provisions shall not be affected by such a holding.
17. Waiver or non-enforcement by either party of a provision of this Agreement shall not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.
18. Nothing in this Agreement is intended to make any person or entity a third-party beneficiary of any right created by this Agreement or by operation of law.
19. The section numbers in this Agreement are for reference purposes only and shall not constitute a part of this Agreement or be deemed to limit or expand the scope of any provision of this Agreement or be used to interpret the construction of this Agreement.
20. The parties acknowledge and agree that the provisions of this Agreement shall not be construed against one party by reason of the rule of construction that a document is to be construed against the party who drafted that document.
21. This Agreement constitutes the entire agreement between the parties regarding the Loan Object(s). No oral understanding or agreement not incorporated herein will be binding on either party. In the event of any conflict between this Agreement and any other writings, forms, or documents, the terms and conditions set forth in this Agreement shall supersede and control. The University and the Borrower acknowledge and agree that this Agreement, and the terms and conditions set forth herein, may not be altered, changed, waived, or otherwise amended except as agreed upon in a writing signed by each party’s authorized signatory.
22. Each signatory to this Agreement warrants, represents, and certifies that he or she is an authorized representative of his or her respective organization and that he or she holds the position and authority necessary to execute this Agreement. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same Agreement. If this Agreement is executed in counterparts, no signatory hereto shall be bound by this Agreement until all parties have executed a counterpart of this Agreement. Additionally, for purposes of this Agreement, a facsimile signature shall serve as an original.
23. Each party’s signature on the attached “*Art Exhibition & Loan Agreement*” indicates that each party acknowledges and accepts the terms and conditions set forth in this Agreement including the attached “*Art Exhibition & Loan Agreement*” which is fully incorporated herein.