



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

INSTRUCTIONS

This *Art Exhibition & Loan Agreement, The Regents of the University of California as Borrower*, is entered into by the Regents of the University of California, on behalf of the Department indicated below, (hereinafter "University") and the Lender, 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.

BORROWING DEPARTMENT & EXHIBITION INFORMATION

Exhibition Name: _____ Start Date: _____ Finish Date: _____
 Exhibition Location: _____ Deadline date for publicity materials: _____
 Borrowing Dept.: _____ Ph: _____ Fax: _____
 Dept. Contact: _____ Email: _____ Ph: _____

LENDER

Lender's Name: _____ Ph: _____ Fax: _____
 Address: _____
 Contact Person: _____ Email: _____ Ph: _____
 If UC Employee or Student, Name of Department: _____ Ph: _____
 Credit (Lender's name for exhibit label, catalog, publicity): _____

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

Insurance provided by University (Y/N): ___ Does Lender require Cert. of Insurance? (Y/N): ___ Declared value: _____
 Insurance provided by Lender (Y/N): ___ Has Lender 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 Lender/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 lender indicated on the attached "Art Exhibition & Loan Agreement" (hereinafter the "Lender") will lend, and the Regents of the University of California (hereinafter the "University") will borrow, the artwork and/or other objects loaned by the Lender (hereinafter the "Loaned Object(s)").
2. The University shall exercise the same care with respect to the Lender's artwork as it does in the safekeeping of comparable works owned or cared for by the University.
3. The Lender and the University acknowledge and agree that the provisions of Section 1899, *et seq.*, of the California Civil Code (hereinafter the "Code") are applicable to this Agreement. In addition to its other provisions, the Code includes a provision that makes each person who deposits property with a museum responsible for informing the museum promptly in writing of any change in that person's address or of any change in the ownership of the property on deposit. The Code further provides that if a museum is unable to contact a lender directly by mail, the museum will be deemed to have given notice under the law if it publishes a proper notice in a newspaper. The Code also provides that if, after making all reasonable efforts and through no fault of its own, a museum is unable to return the property on deposit within sixty (60) days after such notice, then the museum shall have the absolute right to place the property on deposit in storage, to charge regular storage fees and the cost of insurance, and to have and enforce a lien for such fees and costs. The Lender acknowledges and agrees that the Lender's rights with respect to the recovery of the Loaned Object(s), or for loss of or injury to the Loaned Object(s), when the Lender fails to maintain contact with the University shall be governed by the Code.
4. If, at the request of the Lender, the Loaned Object(s) is/are to be returned to any address other than that to which the parties have previously agreed, the Lender shall pay any additional costs resulting from such change.
5. Unless otherwise agreed in writing, the University and the Lender 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 Loaned Object(s) shall be borne by the University.
6. The method of shipment shall be agreed upon by both parties and shall be set forth on the attached "Art Exhibition & Loan Agreement". The Lender represents and warrants that the Loaned Object(s) is/are in such condition as to withstand the ordinary strains of packing, transport, and handling. The Lender shall ensure that the Loaned Object(s) is/are adequately and securely packed for the type of shipment agreed upon and the Lender shall transmit to the University any special instructions for unpacking and repacking the Loaned Object(s).
7. The Loaned 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 Loaned Object(s), the University shall insure the Loaned Object(s), in accordance with the terms and conditions of the University's Fine Arts Insurance policy, while the Loaned Object(s) are in transit and while they are in the University's care, custody, and control. The Lender shall provide the University with an itemized schedule describing the Loaned Object(s) and indicating their declared value. The University shall provide a certificate of insurance upon the Lender's request. Under the University's Fine Arts Insurance policy the Loaned Object(s) will be insured for their fair market value. In the event of a loss, it will be the Lender's responsibility to establish, to the satisfaction of the University's Fine Arts Insurance underwriter, that the declared value of the Loaned Object(s) is the fair market value of the Loaned Object(s). This can be done with appraisals, with documentation that provides proof of sale of similar items, and in other ways acceptable to the underwriter. In the case of long-term loans, it is the responsibility of the Lender to update insurance valuations.
8. The Lender may choose to use its own insurance for the period of the loan. If the Lender so chooses, the Lender must indicate this choice on the attached "Art Exhibition & Loan Agreement". The Lender acknowledges and agrees that the University will not accept responsibility for any errors or deficiencies in information furnished to the Lender's insurers or for any lapses in coverage. If, pursuant to the attached "Art Exhibition & Loan Agreement", the Lender is required to insure the Loaned Object(s), the Lender shall insure the Loaned 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 Loaned Object(s), the Lender shall provide to the University a certificate of insurance showing coverage for an amount not less than the declared value of the Loaned Object(s). The certificate of insurance must name the Regents of the University of California as an additional insured. The Lender acknowledges and agrees that, if the Lender insures the Loaned Object(s), the Lender hereby waives its right of subrogation.
9. The Lender 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 but only in proportion to and to the extent that such liabilities, losses, expenses, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Lender, or the Lender's officers, employees, or agents.
10. THE LENDER ACKNOWLEDGES AND AGREES THAT IN NO EVENT WILL THE UNIVERSITY BE LIABLE TO THE LENDER FOR DAMAGES IN EXCESS OF THE AMOUNT OF ANY INSURANCE RECOVERY FROM THE UNIVERSITY'S FINE ARTS INSURANCE POLICY OR FOR ANY LOSS OR DAMAGE DUE TO CAUSES EXCLUDED FROM COVERAGE UNDER THE UNIVERSITY'S FINE ARTS INSURANCE POLICY. THE LENDER FURTHER 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.
11. Unless the Lender notifies the University in writing to the contrary, it is understood that the Loaned Object(s) may be photographed by the general public.
12. Each Loaned Object shall remain in the University's care, custody, and control, or in the care, custody, and control of other borrowers participating in the exhibition for which it has been borrowed, for the duration of the exhibition specified in the section titled "Exhibition Information" on the attached "Art Exhibition & Loan Agreement". If the legal ownership of a Loaned Object changes while the Loaned Object is in the University's care, custody, and control, the Lender must notify the University of this change in ownership and must notify the new owner that he or she will be required to establish his or her legal right to the Loaned Object in a manner satisfactory to the University.
13. The Lender acknowledges and agrees that the University has the sole discretion, for the duration of the loan period specified on the attached "Art Exhibition & Loan Agreement", to determine the duration for which, and the manner in which, the Loaned Object(s) may be exhibited and to determine which written and interpretive materials will accompany the Loaned Object(s) at the exhibition. The Lender further acknowledges and agrees that the University has the sole discretion to determine whether to exhibit the Loaned Object(s) and that the University is not obligated to exercise its rights under this Agreement or to exhibit or display the Loaned Object(s).
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 Lender 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. Should any provision of this Agreement be held unenforceable, the validity of the remaining provisions shall not be affected by such a holding.
16. 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.
17. 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.
18. 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.
19. 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.
20. This Agreement constitutes the entire agreement between the parties regarding the Loaned 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 Lender 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.
21. 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.
22. 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.