



## LOAN AGREEMENT

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In accordance with the conditions in this Loan Agreement, the following objects (“Objects”) are loaned to the University Galleries of Illinois State University (“University Galleries” or “Borrower”) for the period indicated below.

**Exhibition** *Alumni Spectacular 2024*

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**Exhibition Dates** January 16 to February 20, 2024

**Shipping Dates** Work must be received by December 20, 2023.

Drop-off dates:

Dec. 12, 13, 14 from 9:30am – 5pm;

Dec. 15 from 9:30am – 8pm;

Dec. 16 – 17 from 12 – 4pm; or

Dec. 18 – 19 from 9:30am – 5pm.

### Shipping Method

Ship to:

University Galleries of Illinois State University

Attn: Alumni Spectacular

Campus Box 7150

Normal, IL 61790-7150

(If shipping via UPS, you may need to include “2016 Warehouse Road” in the address.)

Drop off:

University Galleries

11 Uptown Circle, Suite 103

Normal, IL 61761

### Alternate Return Address

Any address changes must be confirmed in writing by February 20, 2024. Send an email to [Gallery@IllinoisState.edu](mailto:Gallery@IllinoisState.edu) with the subject line “Alumni Spectacular address.”

### Return Shipping Method

Artists are responsible for the cost of shipping (and insuring) their work to University Galleries via UPS or FedEx. University Galleries will return all art within the U.S., including insurance, at our expense via UPS Ground (except for those works dropped off in-person). Artists may pick up their work February 26 – March 3 unless alternate plans have been coordinated in advance with gallery staff.

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certificate of insurance will be provided upon request. If the valuation changes, it is the responsibility of the Lender to so notify University Galleries. The amount payable by insurance secured in accordance with this loan agreement is agreed to be the sole and exclusive remedy available to the Lender from University Galleries in the event of loss or damage to the loan.

6. If the Lender elects to maintain his/her own insurance, University Galleries must be supplied with a certificate of insurance naming University Galleries as additionally insured and waiving subrogation against University Galleries from any liability in connection with the loaned property. Shipping arrangements will not be finalized until such certificate is provided to University Galleries.

7. Unless expressly prohibited by the Lender in writing, University Galleries and other Galleries participating in a shared exhibition may photograph and/or reproduce in any print or electronic media objects on loan for catalogue publications, and non-commercial educational and publicity purposes related to their exhibition. Lender's credit line will be used for exhibition and publicity purposes.

8. Unless otherwise indicated above, the Objects may be photographed by the general public for non-commercial purposes.

9. The Lender agrees that he/she will not request return of the Objects during the period of this loan agreement and confirms University Galleries' right to return the work after the close of the exhibition for which this loan agreement gives authority. Subject to the limitations contained in the loan agreement, University Galleries shall not be responsible for any damage or loss to the loan unless the Lender has notified University Galleries within ninety (90) days of the alleged damage.

10. This loan agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with, the laws of the State of Illinois, without regard to otherwise applicable choice of law rules. This loan agreement may not be changed, waived or otherwise amended except as agreed upon in writing by both parties.

11. Force Majeure. It is agreed that no claim for damages, losses or liability may be made by either party upon the occurrence of any circumstance, whether directly or indirectly, beyond the control of either party (including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, business interruptions, disease, national or local emergency, government action or inaction, travel restrictions, loss or malfunctions of utilities, communications or computer (software and hardware) services ("a Force Majeure Event")), to the extent that such circumstance delays or otherwise makes it illegal or impossible for a party to satisfy its performance obligations under the Agreement. In the event of a Force Majeure Event, the agree to negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to resume performance obligations under the Agreement. However, the contract is subject to termination/cancellation by the non-declaring party, unless the parties mutually agree, in writing, to amend the Agreement.