

LOAN AGREEMENT

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

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 – 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 <u>Gallery@IllinoisState.edu</u> 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.

Works Checklist:

Artist	Title	Date	Media	Artwork Dimensions	Insurance Value: USD	Notes	Image
See a	attached artwork	informa	ition.				

Condition

Condition reports will be completed at University Galleries for each object upon arrival and departure

Insurance Shipping See Terms and Conditions Below

University Galleries assumes all work will be returned to the Return Address provided above.

The loan is requested approximately 30 days prior to the exhibition's opening and will be returned approximately 30 days after

the exhibition's closing.

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Signature by the Lender or Authorized Agent constitutes agreement with all conditions set forth on both sides of this document unless otherwise indicated. I certify that I have read and agree to the conditions of this Loan Agreement and certify that I have full authority to enter into this agreement. The parties agree to accept signatures in counterparts and/or by facsimile or other electronic format.

Lender or authorized agent	date	University Galleries authorized agent	date	
Please type or print name		Name	Title	
		Template Approved by Office of General Counsel		

08/01/2019

TERMS AND CONDITIONS GOVERNING LOAN AGREEMENT

- 1. Lender represents that it is the owner of the Objects that are the subject of this Agreement. It is the responsibility of the lender or his/her agent to notify the University Galleries promptly in writing if there is any change in ownership of the Objects (whether through death, sale, gift, insolvency or otherwise). Any new owner may, prior to return of the Objects, be required to establish his/her legal right to receive the Objects.
- 2. University Galleries will exercise the same care for loaned Objects as it does with comparable property it owns. Handling of Objects, exhibit installation/de-installation, and unpacking/repacking exhibitions will be performed by experienced University Galleries staff. Objects will not be restored, repaired or in any way altered without written permission from the Lender. Objects will remain in the possession of the Borrower for the time specified in this Loan Agreement, but may be withdrawn from exhibition at any time in the sole discretion of the Director of the University Galleries.
- 3. Unless otherwise indicated, the cost of shipping will be borne by University Galleries. The cost of packing the Objects will be borne by the lender, unless otherwise indicated in writing. The Lender certifies that the loaned Objects are in such condition as to withstand the ordinary strains of packing, transportation, and handling. The Lender shall transmit to University Galleries any special instructions for unpacking and repacking.
- 4. Unless otherwise indicated above, the Objects will be returned to the address indicated above. If requested by the Lender to ship to any other address, the Lender shall pay any additional cost necessitated by such a change.
- 5. Unless the Lender expressly elects to maintain its own insurance, University Galleries will insure the loaned Objects according to the terms and conditions of its Fine Arts Insurance policy in the insurance value amount determined by the Lender and stated above in this Loan Agreement. If the Lender is unable or unwilling to provide an appraisal of the Objects, the University Galleries will assign a dollar amount in its sole discretion. A

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. <u>Force Majeure.</u> 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.