Regis College Fine Arts Center, Agreement for Incoming Loan to the Carney Gallery

Lender: ________________________________________________
Address: ______________________________________________
Contact: ______________________________________________
Telephone: _____________________________________________
Email: ________________________________________________

Description of Exhibition

In accordance with the conditions cited in this agreement, the object(s) listed below are borrowed for the following purpose(s):

______________________________________________________________________________________________

For the period* of: _______________________________

*from estimated time objects leave Lender’s custody until their return and receipt by Lender; see “Shipping” on following page.
Description of Object(s)

Describe size, materials, condition, and note credit line for label and other printed materials. Attach additional pages as needed.

1. 

2. 

3. 

4. 

Vaulation of Object(s)

State value(s) of each object and whether it is an appraised value. If stating an appraised value, attach a copy of the appraisal. Attach additional pages as needed.

<table>
<thead>
<tr>
<th>object</th>
<th>value</th>
<th>appraised, yes/no (if yes attach appraisal)</th>
</tr>
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<tbody>
<tr>
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Shipping

The following shipping arrangements will be followed unless changed in writing by Regis College and after consultation with the Lender.

Objects will be shipped from:

To arrive at Regis College no later than:

Shipped via: Artist

To be returned to:

To arrive no later than:

Shipped via: Artist

Insurance

1. Regis College’s Special Multi Peril Policy is subject to the following standard exclusions: wear and tear; gradual deterioration; insect, vermin or other inherent vice; repairing, restoration or retouching process; hostile or warlike action; insurrection, rebellion, etc.; nuclear reaction; nuclear radiation or radioactive contamination. Insurance will be placed in the amount specified by the Lender herein, which must reflect fair market value. If the Lender fails to indicate the amount, Regis College, with the implied concurrence of the Lender, will set a value for purposes of insurance for the period of the loan. Said value is not considered an appraisal.

2. If the Lender elects to maintain his/her own insurance coverage, then prior to shipping, Regis College must be supplied with a certificate of insurance naming Regis College as an additional insured or waiving the rights of subrogation, or a letter stating the same. If the Lender fails to provide said certificate, this failure shall constitute a Waiver of Insurance by the Lender. Regis College shall not be responsible for any error or deficiency in information furnished by the Lender to the insurer or for any lapses in such coverage.

3. In the case of long-term loans, it is the responsibility of the Lender to notify Regis College of current insurance values.

Insurance (continued)

4. The amount payable by insurance secured in accordance with this loan agreement is the sole recovery available to the Lender from Regis College in the event of loss or damage.

5. Insurance election:

_________ Insurance to be carried by Regis College

_________ Insurance to be carried by Lender

_________ Estimated premium charge $___________

_________ Insurance waived

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Care, Preservation and Exhibition

1. Regis College will give to objects borrowed the same care as it does comparable property of its own. Precautions will be taken to protect objects from fire, theft, mishandling, dirt and insects, and extremes of light, temperature and humidity while in the custody of Regis College. It is understood by the Lender and Regis College that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible.

2. Evidence of damage at the time of receipt or while in the custody of Regis College will be reported immediately to the Lender.

3. The Lender will be requested to provide written authorization for any alteration, restoration or repair. Regis College, for its own purposes, may examine objects by all modern scientific methods.

4. Regis College retains the right to determine when, if, and how long objects borrowed will be exhibited. Regis College retains the right to cancel the loan upon reasonable notice of the Lender.

Transportation and Packing

1. The Lender certifies that the object(s) lent are in such condition as to withstand ordinary strains of packing and transportation and handling. The Lender must send a written report of the condition of objects prior to shipment to Regis College.

2. Cost of transportation and packing will be borne by the Lender unless otherwise agreed to and indicated herein. The method of shipment must be agreed upon by both parties.

   Packing costs to be borne by: ___________________________
   Transportation costs to be borne by: ____________________
   Method of Transportation: ____________________________

3. Government regulations will be adhered to in International shipments. Generally, the Lender is responsible for adhering to its country’s import/export requirements and the borrower is responsible for adhering to its country’s import/export requirements.

4. The Lender will assure that said object(s) are adequately packed for shipment including any special instructions for unpacking and repacking. Objects will be returned packed in the same or similar materials as received unless otherwise authorized by the Lender.

5. If providing transportation, Regis College, in its sole discretion, may refuse to transport any object it feels is not adequately packaged for shipment.

Reproduction and Credit

Unless otherwise notified in writing by the Lender, Regis College may photograph to reproduce object(s) lent for educational, catalog and publicity purposes. It is understood that objects on exhibition may be photographed by the general public. Unless otherwise instructed in writing, Regis College will give credit to the Lender, as specified on the first page of this agreement in any publications. Individual labels are provided for objects on display at the discretion of Regis College.
Change in Ownership and/or Address

It is the responsibility of the Lender or his/her Agent to notify Regis College promptly in writing if there is any change in the ownership of the object(s) or if there is a change in the identity or address of the Lender. Regis College assumes no responsibility to search for a Lender (or owner) who cannot be reached at the address of record.

Return of Loan

1. Unless otherwise agreed to in writing, a loan terminates on the date specified on the first page of this agreement. If no date is specified, the loan shall be for a reasonable period of time, but in no event to exceed three years. Upon termination of a loan, the Lender is on notice that a return or renewal must be affected, or else a gift of the object(s) will be inferred,

2. Object(s) will be returned only to the Lender of record or to a location mutually agreed upon in writing by Regis College and the Lender of record. In case of uncertainty, Regis College reserves the right to require a Lender/claimant to establish title by proof satisfactory to Regis College.

3. If Regis College’s efforts to return objects within a reasonable period following the termination of the loan are unsuccessful, then the object(s) will be maintained at the Lender’s risk and expense for a maximum of two (2) years. If after two (2) years the object(s) has not been claimed, then and in consideration for maintenance and safeguarding, the Lender/Owner shall be deemed to have made the object(s) an unrestricted gift to Regis College.

Applicable Law

This agreement shall be construed in accordance with the law of the Commonwealth of Massachusetts.

I have read and agree to the above conditions and certify that I have full authority to enter into this agreement.

Signed: ___________________________ Date: ________________________

(Lender)

Title: ____________________________________________________________

If Lender is not the owner, complete the following two lines:

Name of Owner: __________________________________________________

Address of Owner: ________________________________________________

Approved for Regis College:

Signed: __________________________________________________________

Object(s) returned in satisfactory condition.

Signed: ___________________________ Date: ________________________

(Lender)