

University of California Santa Cruz
Art Exhibition and Loan Agreement

This University of California Santa Cruz Art Exhibition and Loan Agreement, subject to the Terms and Conditions Governing Loan Agreement (hereafter collectively the "agreement") is entered into by and between The Regents of the University of California, on behalf of the University of California Santa Cruz campus ("University") and the Lender. **Please read the Terms and Conditions Governing Loan Agreement carefully.**

Exhibition:

Exhibition Location: _____

University Contact Person for Exhibition Location: _____

University Phone Number for Exhibition Location: _____

University Email Address for Exhibition Location: _____

Exhibition Title: _____

Loan Period Start Date: _____ End Date: _____

Exhibition Period Start Date: _____ End Date: _____

Credit - Exact form in which Lender's name should appear in the catalogue, on exhibition label(s) and in any publicity where the exhibition is advertised or cited:

Lender must provide an itemized schedule of all items in the Exhibition, including each item's existing condition and declared value. The itemized schedule is incorporated herein as Exhibit A. The art listed in Exhibit A will be known as the "Work".

Value:

Total Agreed Value of the Work: _____

If the University provides insurance, that insurance shall not exceed the Agreed Value listed above.

List below each Agreed Value that differs from its Declared Value as provided in Exhibit A, the itemized schedule of all items in the Exhibition:

Shipping & Handling:

Shipping arrangements: _____
Special handling requirements: _____
Deadline date of arrival at Exhibition Location: _____
Shipment via: _____
Phone: _____
Address of origin: _____
Address of return (if different from origin): _____

Lender:

Lender: _____
Address: _____
Phone: _____
Fax: _____
Email: _____
Contact person for Lender: _____
Contact person's phone: _____
Contact person's email: _____
Does Lender own the Work? _____
Does Lender own copyright to the Work? Yes No
If Lender does not own copyright to the Work,
then who does? _____

Insurance:

Check which condition applies:

- University is responsible for insuring the Work including during transit.
Terms and Conditions Governing Loan Agreement number 6 applies and number 7 does not apply.
- Lender is responsible for insuring the Work including during transit.
Terms and Conditions Governing Loan Agreement number 7 applies and number 6 does not apply.

If no option is checked, then University is responsible for insuring the Work.

Reproduction and Use

The University may:

- (a) reproduce the Work in all University publications and publicity materials, online or otherwise, including but not limited to film, videotape or digital images;
- (b) make photographs or videotapes or use any other method for reproducing the Work for educational purposes, including but not limited to students' and University employees' research and scholarly projects; and
- (c) permit the general public to photograph the Work, unless notified otherwise in writing by Lender prior to commencement of the Loan Period.

If no option special conditions are listed here, then the Terms and Conditions Governing Loan Agreement number 11 applies unchanged. List any special conditions of use:

Signatures:

I have read, understand and agree to the University of California Santa Cruz Art Exhibition and Loan Agreement, and Terms and Conditions Governing Loan Agreement. By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

Signature of Lender/Authorized Agent

Print Name/Title

Date

Signature of University /Authorized Agent

Print Name/Title

Date

University of California, Santa Cruz
Art Exhibition & Loan Agreement

Terms and Conditions Governing Loan Agreement:

1. The conditions set forth on this form apply to all Work lent to the University and cannot be altered, changed, waived or amended except as agreed in writing by both parties.
2. University will exercise the same care with respect to loans as it does in the safekeeping of comparable Work owned by University.
3. Shipping: Unless the loan is at the Lender's request, the cost of transportation and packing will be borne by the University. The method of shipment must be agreed upon by both parties. The Lender certifies that the property is in such condition as to withstand the ordinary strains of packing, transportation, and handling. The Lender will provide any special instructions for unpacking and repacking. See "6. University Provides Insurance" for additional conditions.
4. The University has sole discretion as to whether, for how long, and in what manner Works loaned shall be exhibited. The University also has the right to determine which written and interpretive materials will accompany the Exhibition.
5. Any loaned Work shall remain in University possession, and/or the possession of other institutions participating in the Exhibition for which it has been borrowed, for the time specified on the face of the University of California Santa Cruz Art Exhibition and Loan Agreement. If the legal ownership of a Work changes while the Work is held by the University, the new owner will be required to establish his/her legal right to the Work in a manner satisfactory to the University. It is incumbent upon the Lender to notify the University of any change of address or change of ownership.

Loans of Work to University are governed by Section 1899, et seq., of the California Civil Code. This law makes persons who deposit property with University responsible for informing the University promptly in writing of any change in their address or change in ownership of the property. If University is unable to contact a Lender directly by mail, the law provides that University will be deemed to have given notice under the law if it publishes a proper notice in a newspaper. After making all reasonable efforts and through no fault of its own, University is unable to return the work(s), University may place the work(s) in storage and charge regular storage fees and the cost of insurance thereof, and to have and enforce a lien for such fees and cost. If after three years, the works have not been reclaimed, the

work(s) shall be deemed an unrestricted gift to University or may be disposed of by University.

6. **Applies if University is responsible for insuring Work:** If Lender elects not to provide insurance, then University will insure Work in University's care, according to the terms and conditions of the University's fine arts insurance policy. The Lender will provide University with an itemized schedule of all items in the Exhibition, and each item's existing condition and declared value. The itemized schedule is incorporated herein as Exhibit A. The art listed in Exhibit A will be known as the "Work". Methods of establishing value and methods of resolving insurance disputes will be determined by the terms and conditions of the University's fine arts insurance policy. In the case of long-term loans, it is the responsibility of the lender to update insurance valuations. In no event will University be liable to Lender for damages in excess of the amount of any insurance recovery from the University's fine arts insurance policy, nor for any loss or damage due to causes excluded from coverage.

Packing and Securing of Property in Transit or Storage: It is a condition of this insurance that the Insured will take all reasonable steps to ensure that Property Insured under this Policy will be packed by competent packers and in such a manner as to withstand the normal hazards associated with transit or storage.

There is no insurance for Work shipped through the United States Postal Service.

Insurance is for Work listed in Exhibit A, for the period of the loan to University stated above, and while such items are on University of California, Santa Cruz premises or are being transported to and from University of California, Santa Cruz premises.

7. **Applies if Lender is responsible for insuring Work:** If Lender elects to provide insurance, then the University will not be liable for any loss or damage, for any errors or deficiencies in information furnished to the Lender's insurers, or for any lapses in coverage. Prior to the shipment of the work, the Lender must supply the University with a Certificate of Insurance and an Additional Insured Endorsement naming *The Regents of the University of California* as additional insured. Such insurance must remain in effect for the duration of the loan period.

Lender waives all rights of subrogation against University.

8. **Limitation of Liability:** If Lender elects to have the University supply insurance coverage, then the University's fine arts insurance policy is the sole recourse of the Lender for any losses that arise out of this agreement, including but not limited to any damage to Work.

If Lender does not elect to have the University provide fine arts insurance coverage, then the Lender will have no recourse against the University for any damages arising from this agreement.

In no event will University be liable to Lender for damages in excess of the amount of any insurance recovery from the University's fine arts insurance policy, nor for any loss or damage due to causes excluded from coverage under the University's fine arts insurance policy.

9. **Indemnification**: Lender shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (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 such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Lender, its officers, employees or agents. Lender shall further indemnify, defend, and hold harmless University, its officers, employees and agents from and against any and all actions, proceedings, or claims of any type that allege the Work provided hereunder infringes another's patent, copyright, trademark, or other proprietary right or violates another's trade secret or other contractual right. The University shall notify Lender promptly of such action, proceeding, or claim. The Lender shall have control of the defense but the University retains the right to participate in the defense at its own cost.
10. If Lender fails to indicate a value for the Work in Exhibit A, University shall set a value for purposes of insurance for the period of the loan. Such value is not to be considered an appraisal.
11. The University may: (a) reproduce the Work in all University publications and publicity materials, online or otherwise, including but not limited to film, videotape or digital images; (b) make photographs or videotapes or use any other method for reproducing the Work for educational purposes, including but not limited to students' and University employees' research and scholarly projects; and (c) permit the general public to photograph the Work, unless notified otherwise in writing by Lender prior to commencement of the Loan Period.
12. **Condition**: If condition notes are supplied by the Lender, the University will verify their accuracy. If condition notes are not supplied by the Lender, the University shall assess the physical condition of each Work on loan upon receipt and this assessment will establish the condition of that Work at the time of the loan. The University will give prompt notice to the Lender in case of damage and/or loss to the Work upon receipt or while in custody of the University.
13. **Exhibition Location**: Lender acknowledges that certain campus locations are not designed as art galleries and are thus not equipped with the protection and security equipment found in many curated art galleries, including, but not limited to, equipment such as motion detecting alarm systems and halon or other fire suppression systems. Lender agrees that University shall not be liable for such loss, theft, or damage to the Work or to other personal property of Lender while such

property is on University premises in excess of the limits of the University's fine arts insurance policy, if any, agreed to be provided by University.

14. **Termination**: This agreement terminates at the end of the loan period or until such date as the property is returned to its normal repository. Normal repository will be interpreted as the address to which Work is to be shipped when exhibit is over as indicated within this Agreement. The Insurance, Limitation of Liability and Indemnification provisions shall survive the completion or termination of this Agreement.

15. **Entire Agreement/Choice of Law**: This Agreement contains the entire understanding between the parties with respect to exhibition of the Work and cannot be altered, changed, waived or otherwise affected except by written agreement by both parties. In the event of any conflict between this agreement and any writings, forms, or documents of the Lender, the terms of this agreement shall be controlling. This Agreement shall be interpreted in accordance with the laws of the State of California. In signing this agreement, the undersigned warrants, represents, and certifies that he or she is the legal owner or authorized agent of the legal owner of the property described on this form.