

**EXHIBITION LOAN AGREEMENT FOR <<EXHIBITION>>**

Borrower: <<BORROWER NAME>>
Venue: << VENUE NAME >>

Address: <<ADDRESS>>

Contact: <<VENUE CONTACT>>

Loan Period: <<LOAN PERIOD>>

Exhibition Period: <<EXHIBITION PERIOD>>

SAQA Exhibition Coordinator:

<<REGION>
<<NAME>>

<<EMAIL>>

<<PHONE>

**BACKGROUND**

The artists in <<EXHIBITION>> **(**the “Exhibition”)have agreed to loan their artwork to Studio Art Quilt Associates, Inc. (“SAQA”) for purposes of exhibition. SAQA has agreed to loan the Exhibition comprised of such artworks to the Borrower for the purpose of displaying the Exhibition at Venue during the Exhibition Period described above.

**AGREEMENTS**

SAQA agrees to loan the Exhibition to Borrower, for the Loan Period described above, for the sole purpose of displaying the Exhibition at the Venue during the Exhibition Period.

SAQA will conduct the selection of artwork for inclusion in the Exhibition, will collect and inspect the artworks, will assemble the Exhibition and will ship or deliver the Exhibition to Borrower to arrive at the beginning of the Loan Period, and will pick up or ship the artworks at the conclusion of the Exhibition. <<this may need to be modified per venue if artists are shipping, direct, etc. >>

Borrower agrees to accept the Exhibition, to display it at the Venue during the Exhibition Period, and to return it to SAQA on or before the end of the Loan Period.

SAQA and Borrower acknowledge and agree to be bound by the terms and conditions of this Loan Agreement.

**INTEGRITY OF THE EXHIBITION**

The Exhibition consists of the artworks listed in Appendix A.

This Exhibition has been organized by SAQA as a coherent unit and is intended to be displayed as such at multiple venues. No work or works shall be added to or removed from the Exhibition unless approved in advance by SAQA.

**PUBLICITY**

SAQA will provide Borrower information and assistance for publicity efforts, including providing digital copies of the SAQA logo and digital images of a sampling of the works included in the Exhibition. SAQA will also provide artist statements and the juror statement if applicable.

The Borrower is given permission to use SAQA’s name and logo, photographs of the artwork, information about the exhibition, and photographs of the installation for promotional purposes related to the Exhibition. The artist’s name, title of the artwork, and name of the photographer must be credited on any use of artwork images.

Nothing in this Agreement shall be interpreted to grant Borrower or Venue permission to license, create, market, or sell merchandise based on SAQA’s or the artists’ intellectual property and any such use is prohibited. All photography for commercial or other use that would violate the artists’ copyright is prohibited.

During the Exhibition, a label shall be displayed with each artwork which identifies the artist and states that the artwork is part of a SAQA exhibition. For certain exhibitions, SAQA may require additional signage as needed (in SAQA’s discretion) to better explain or interpret the Exhibition. SAQA will work with the Borrower and Venue to provide such additional signage.

Upon mutual agreement between Borrower and SAQA, but neither being hereby obligated, SAQA may work with Borrower to conduct artist talks, presentations on techniques or small group classes at the Venue in conjunction with the Exhibition.

# **SHIPPING AND PACKING**

If in person pick-up and delivery of the artworks to be included in the Exhibition is not possible, packing and shipping will be by safe methods approved by SAQA. SAQA will designate the shipping company (“Shipper”) to be used for shipping to and from the Venue.

Unpacking and repacking will be done by experienced personnel under competent supervision. Repacking will be done with the same or similar materials and containers, and by the same methods as were used when the work was sent to Borrower.

**INSURANCE, RESPONSIBILITY FOR LOSS AND DAMAGE**

While in Borrower’s possession, and until the works are received by Shipper or SAQA Representative(s) for return to SAQA, (a) the Borrower assumes full responsibility for any loss or damage to the artwork comprising the Exhibition, and (b) Borrower will provide insurance satisfactory to SAQA in at least the insurance values set forth in Appendix A of this Agreement.

Regardless of the provisions of Borrower's insurance, Borrower shall be fully responsible to SAQA for the return of each work in the same condition that it was in at the time it was received by Borrower.

Borrower shall indemnify SAQA and hold SAQA harmless from all loss or damage to such artwork. No limitations in Borrower's insurance will limit Borrower's responsibility to SAQA.

The insurance value for each object to be set forth by SAQA is for the purpose of this loan only. This value in no way constitutes an appraisal of the work.

**PROCEDURES FOR LOSS AND DAMAGE**

If any artwork(s) are lost or damaged while at the Venue or otherwise during the Loan Period, Borrower will immediately report the problem via email or phone to the SAQA Exhibition Coordinator listed on page 1.

In the case of damage, no action will be taken by Borrower without the prior written approval from SAQA, except in an emergency in which case the Borrower will act in the best interest of SAQA. Such action will be carried out by a trained conservator whose work shall meet contemporary standards of art conservation.

Except as stated in the paragraph above, any damage to the artwork(s) will be restored to SAQA's satisfaction, at Borrower's expense (in accordance with the provisions in the preceding section), by persons who are approved by SAQA. Borrower will not alter the works in any way without prior written instructions from SAQA.

# **CARE AND PRESERVATION**

The Borrower will exercise the same care with respect to the loaned work as it does in the safekeeping of comparable property of its own. All works will be handled only by experienced personnel and will be protected against loss, damage, deterioration, and theft.

No work (including all parts, frames, bases, etc.) may be cleaned, restored, or otherwise altered without the prior written consent of SAQA. Borrower is expected to carefully inspect and complete a condition report for each artwork (if applicable) and provide SAQA with a copy of the reports. This must be done upon unpacking the exhibition and again when repacking it.

In the event the condition of any artwork(s) is changed in any way from the condition of such artwork(s) as received by the Borrower, the Borrower will notify SAQA immediately by email to the contact on page 1, and follow with written report, including photographs if requested. Should damage occur in transit, the receiving party will be responsible for notifying the carrier, and all packing material shall be saved for inspection.

# **SALE OF ARTWORK**

If the artist has consented to the sale of artwork included in the Exhibition, sale prices for the artworks are listed in Appendix A. SAQA agrees that Borrower may sell one or more artworks during the Exhibition Period on the following terms and conditions:

1. The purchaser is informed that the artwork will remain in the Exhibition until the end of entire run of the Exhibition, which includes the Exhibition Period at the Borrower’s venue *and all other Exhibition venues*.
2. The price charged to and collected from the purchaser is the sale price as listed in Appendix A plus any delivery fees and applicable sales taxes. Payment should be collected in full at the time of the sale.
3. Borrower collects all sales taxes (if any) applicable to the sale and remits such tax to the appropriate governmental agency.
4. Borrower remits sale proceeds, less a XXX% commission for the Borrower, to the artist within 30 days after delivery of the artwork.

**INDEMNIFICATION**

Borrower shall indemnify SAQA and hold SAQA harmless from all claims, losses or damage on account of bodily injury and/or property damage sustained at the Venue and/or other of Borrower’s premises at or in connection with the Borrower’s display of the Exhibition. Borrower agrees to maintain public liability and property damage insurance for the duration of the Exhibition. In addition, Borrower shall maintain such workers’ compensation insurance as is required by the laws of the states in which the Borrower is located and does business.

In no event shall SAQA be liable to Borrower for any consequential, special, statutory, exemplary, or punitive damages.

**LICENSES, PERMITS, FEES AND TAXES**

Borrower shall be solely responsible for obtaining and maintaining such licenses and permits, and for paying such fees and taxes, as may be required in connection with the Exhibition by the laws of the states in which Borrower is located and does business.

SAQA grants to Borrower the right to use the SAQA name and logo solely for the purposes of the Exhibition. Borrower’s permission for use of the images of the artwork, artist statements, and SAQA logo is limited to use solely for the purpose of displaying and promoting the Exhibition. Any other use requires the prior written approval of the Executive Director of SAQA.

**INTERPRETATION**

In the event of any conflict between this Agreement and any forms of the Borrower, the terms of this Agreement shall be controlling. SAQA hereby rejects any proposal for terms or conditions that conflict with or vary from the terms and conditions set forth herein. This Agreement shall be construed in accordance with the laws of the State of Connecticut.

**MISCELLANEOUS**

Any dispute arising under this Agreement shall be resolved in the Superior Court for the State of Connecticut (the “Forum Court”). The parties hereby: (a) consent to the Forum Court’s jurisdiction, (b) agree that venue in the Forum Court is proper, (c) waive the right to move for a transfer of venue from the Forum Court on the ground that it is an inconvenient forum or otherwise, and (d) consent to personal jurisdiction in the Forum Court.

The signatures below indicate that the terms and conditions of this loan, as stated above, have been read and are accepted. The Borrower’s signature certifies that it has full legal authority to enter into this agreement.

<<BORROWER>

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 <<NAME>>

STUDIO ART QUILT ASSOCIATES, INC.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Jennifer Solon Date

 Assistant Executive Director

**ATTACHMENTS**

Appendix A – Schedule of Artworks, including name of work, name of artist, insurance value, dimensions, and additional information as needed.

<<If artwork has not been selected yet, include some placeholder language>>

[Est. approximately # works, with a maximum height and width of XXX” x XXX”. Each artwork will have a label on the back with the Artist’s Name, Title of Work and Contact Information.]