



THE UNIVERSITY of  
NEW ORLEANS

**Fine Arts Gallery**  
The University of New Orleans  
Department of Fine Arts  
2000 Lakeshore Dr.  
New Orleans, LA 70148

Exhibition Loan Agreement

\_\_\_\_\_, Lender of the artwork, and the Department of Fine Arts at the University of New Orleans (including the Fine Arts Gallery and known herein as "UNO Fine Arts"), represented by \_\_\_\_\_, the Manager / Director of the Fine Arts Gallery on the Lakeshore Campus of the University of New Orleans, for the exhibition \_\_\_\_\_ on view at the Fine Arts Gallery (Dept. of Fine Arts, 2000 Lakeshore Dr., FA 113, New Orleans, LA 70148) from \_\_\_\_\_ to \_\_\_\_\_.

Lender, please review all information below and make any necessary corrections or additions. Please review the conditions on the following pages then sign and return this agreement using the enclosed envelope.

**Lender of Artwork:**

**Address:**

**City, State, and Zip:**

**Phone:**

**E-mail:**

The information below is essential for labeling and insurance purposes. (For additional work, please see attached inventory)

**Artist Name:**

**Title:**

**Date of execution:**

**Medium:**

**Dimensions h x w:**

**Insurance value: This information is required for insurance purposes. Official appraised value is preferred.**

**Credit Line (gallery representation / collection of...):** \_\_\_\_\_

## CONDITIONS OF LOAN OF ARTWORK FOR THE EXHIBITION

### 1. Care, transportation and possession of art works

UNO Fine Arts will make every reasonable effort to ensure the proper care and handling of the above-named artwork (the "Artwork") loaned to UNO Fine Arts. No alteration, restoration, or repair to the Artwork will be undertaken without the Lender's permission. The loan will be returned to the Lender in its original frame and/or mounting unless other arrangements have been made.

Loans shall remain in the possession of UNO Fine Arts from when the Lender delivers them to UNO Fine Arts or when the shipped Loan arrives at UNO Fine Arts to when the Lender picks them up or they are shipped back to the Lender. While in possession of UNO Fine Arts, Loans may be withheld or withdrawn from the Exhibition at any time by the curators of the exhibition or the director of the Fine Arts Gallery.

### 2. License

The Lender hereby grants to UNO Fine Arts a non-exclusive, royalty-free license to display and exhibit the Artwork and to photograph, copy and reproduce the Artwork in UNO Fine Arts' publications, on UNO Fine Arts' website, for educational purposes of promoting or advertising the Exhibition. This license includes, without limitation, the right to distribute reproductions of the Artwork to members of the media for purposes of promotion or advertising the Exhibition. Such license includes a license of all of the Lender's and Artist's trademark, service mark, trade dress, publicity, celebrity, moral and common law rights thereto as provided by applicable law necessary for UNO Fine Arts to identify and depict the Lender or Artist as and where appropriate in such manner as UNO deems appropriate in its sole discretion. UNO Fine Arts shall not have any obligation to make any payment to the Lender or Artist for any such purposes or to share with the Lender or Artist any revenue that UNO Fine Arts may derive, directly or indirectly, from any website display, photographs, reproductions, publications or other permitted uses.

### 3. Indemnity

The Lender hereby represents and warrants the Artist has lawfully granted the Lender all rights necessary to enter into the above license and to this agreement. The Lender hereby agrees at all time to defend, indemnify and save harmless UNO Fine Arts and its departments, affiliates, assigns, officers, directors, employees, instructors, students, agents and representatives (collectively "UNO Releases") from and against any and all liabilities, losses, damages, judgments costs and expenses of every nature and character (including without limitation reasonable attorneys' fees and disbursements) which they may sustain or incur by reason of, or on account of, any claim or lawsuit by any person claiming that any of the UNO Releases lacked proper rights to use the Artwork as licensed herein.

### 4. Delivery and return of art work

Lender will deliver artwork to the Fine Arts Gallery / Department of Fine Arts \_\_\_\_\_ through \_\_\_\_\_ or have it shipped to UNO Fine Arts and pick the work up after the closing of the exhibition between \_\_\_\_ a.m./p.m. and \_\_\_\_ a.m./p.m. through \_\_\_\_\_ or arrange to have it shipped from UNO Fine Arts.

### 5. Insurance

While on exhibit, UNO Fine Arts will insure this loan under its fine arts policy for the amount indicated on the face of this agreement, against all risks of physical loss or damage while on location during the period of this loan. The policy, underwritten by the Office of Risk Management, contains the usual exclusions of loss or damage due to such causes as wear or tear, gradual deterioration, moths, vermin, any defect inherent in the Artwork due to materials or workmanship, war, hostilities, insurrection, nuclear reaction or radiation, and for the damage

resulting from any authorized repair, restoration, or retouching process. NOTE: The insurance value stated by the Lender is not considered an official appraisal of an object's fair market value. In the event of loss, the Lender will supply UNO Fine Arts with documentation (bills of sale, gallery-certified appraisals, etc.) That supports the stated insurance value.

The Lender agrees that, in the event of loss or damage to the Artwork, recovery against UNO Releases shall be limited to such an amount, if any, as may be paid by the insurance, hereby releasing and discharging UNO Releases from liability for any and all claims arising out of any such loss or damage. The Lender must report all claims to UNO Fine Arts immediately upon receipt. Claims not made immediately may not be considered by UNO Fine Arts' insurance company. If a work that has been industrially fabricated is damaged, and it can be repaired or replaced to the artist's specification, UNO Fine Arts' liability shall be limited to the cost of such a replacement. Once replaced, the damaged piece shall be returned to UNO Fine Arts for its destruction.

**6. Applicable Law**

The substantive laws of the United States and the State of Louisiana will govern this contract.

I have read the foregoing conditions and understand their contents. I agree to loan the above named artwork to UNO Fine Arts on the conditions set forth above. I affirm that I am the owner, co-owner or authorized licensee of the rights to the Artwork on loan to UNO Fine Arts and that I have all necessary legal authority to grant UNO Fine Arts a license to exhibit this artwork. I also agree to defend and indemnify any of the UNO Releases from any claims against them arising out of a claim that UNO Fine Arts lacked proper rights to use the work as licensed. I have read the foregoing conditions and understand their contents.

**Signature of Lender or Authorized Agent** \_\_\_\_\_ **Date** \_\_\_\_\_

**Printed name of Lender or Authorized Agent** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature of Gallery Manager / Director, Fine Arts Gallery** \_\_\_\_\_ **Date** \_\_\_\_\_