



**Ferndale Area
DISTRICT LIBRARY**

Art and Exhibitions Committee

ART LOAN AGREEMENT

LENDER

Name _____

Address _____

Phone _____ Email _____

WORKS

1). Title _____ Artist _____

Medium _____ Size _____

Price or Value if NFS _____ Year Created (if known) _____

2). Title _____ Artist _____

Medium _____ Size _____

Price or Value if NFS _____ Year Created (if known) _____

3). Title _____ Artist _____

Medium _____ Size _____

Price or Value if NFS _____ Year Created (if known) _____

PROVISIONS

I. LENDER

- A. Unless other arrangements are agreed to, the lender is responsible for ensuring that all art is ready to display, with hanging apparatus or mounted and stabilized for pedestal or showcase display. All frames, armatures, and mounting arrangements must be securely constructed.
- B. Permission to photograph and reproduce any work on loan for publicity purposes is granted to the library unless otherwise stated in writing.
- C. The library is a heavily utilized public space, and donors understand that photographing or filming of loaned art by visitors may occur.
- D. The lender is responsible for delivering works to the library, unless other arrangements have been made with the Art and Exhibitions Committee.
- E. An artist biography or lender statement may be submitted by the lender in order to help viewers gain a better understanding of the art and the artist. Extended text about specific objects will be included on each wall label if possible, or available to the public separately.
- F. Title and copyright of exhibited materials will remain with the artist.

II. LIBRARY

- A. The library will make every attempt to preserve, secure, and protect each piece of art; but neither the staff nor the board of trustees can be held responsible for damage, loss, or theft of the art, nor changes/cancellation of this exhibit due to unforeseen circumstances.
- B. The lender agrees to promptly notify the library in detailed writing of any damage to the artwork. In turn, the library also agrees to promptly notify the lender in detailed writing of theft or damage to the artwork.
- C. Installation and lighting of the artwork will be carried out by the library.
- D. Labels identifying the work and artist will be placed near each piece by the library.
- E. The library will not be involved in the sale of any artwork beyond providing interested buyers with the lender's contact information. Lenders must deal directly with buyers.
- F. The library suggests, but does not require, that in return for the opportunity to exhibit at the library, lenders contribute to the *Friends of the Ferndale Area District Library* twenty percent (20%) of the selling price of each work they sell.
- G. The length of the loan may be modified or ended early by either lender or library. Notice of this shall be given with at least one (1) week's notice.

III. REPRESENTATION

A. If the lender has a prior relationship with a commercial gallery, retailer or agent it is the lender's responsibility to inform that commercial gallery, retailer or agent of their intention to exhibit at the Ferndale Area District Library and ensure there is no conflict with respect to this agreement.

B. In no event shall the Ferndale Area District Library be obligated to pay any third party fees, expenses, or commissions to any third parties unless agreed to in writing in advance.

IV. INDEMNIFICATION

The lender shall indemnify and hold the Ferndale Area District Library and its successors, licensees, and assigns harmless against all liability or loss (including reasonable attorneys' fees) which they or any of them may suffer by reason of the breach of any of the terms, representations, and/or warranties of this Agreement.

V. REPRESENTATIONS and WARRANTIES

A. The lender represents and warrants to the Ferndale Area District library that the work included in the exhibition, and any additional advertising or promotional material prepared by the lender do not violate the rights of privacy and/or constitute a libel or slander against any person or legal entity, and that the work will not infringe upon the copyright, confidentiality, or any other rights of any person or legal entity or any third party.

B. This agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The parties agree and consent that the jurisdiction and venue of all matters relating to this agreement will be vested exclusively in the federal, state and local courts within the State of Michigan. This agreement contains the entire understanding of the parties relating to its subject matter. No change or modification of this agreement will be binding upon either party unless it is made by a written instrument. A waiver by either party of any provision of this agreement in any instance shall not be deemed to waive such provision for the future. All remedies, rights, undertakings, and obligations contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either party. Should any provision of this agreement be determined to be void, it shall not affect the validity of any other provision of this agreement.

LOAN DATES

The artwork(s) named above shall be on loan for the following dates:

Beginning on _____ and ending on _____

I understand and agree to these provisions

Lender Signature

Date

The Ferndale Public Library agrees to fulfill all obligations herein denoted

Signature for the Library

Date

Position or Office