

OUTGOING ART LOAN AGREEMENT

This Outgoing Art Loan Agreement (this "Agreement") is entered into by the University of Southern California ("USC") and _____ ("Borrower"), and is subject to the attached Conditions Governing Loan.

Exhibition Information ("Exhibition")

Exhibition Title:

Exhibition Venue:

Dates of Exhibition:

Loan Dates:

USC Contact:

Borrower Information

Name:

Address:

Contact:

Telephone/Fax/Email:

USC Credit Line:

USC's name as it should appear for labels, publicity, or catalog.

Artwork Information ("Artwork") - Please provide an addendum containing the Artwork information below for loans involving multiple art pieces.

Artist:

Title/Date:

Medium/Materials:

Dimensions and Weight:

Accession Number:

Artwork Credit Line:

Insurance Value:

Framing:

Is/are Artwork framed? yes no N/A

If necessary for the Exhibition, may Borrower reframe or remat Artwork? yes no N/A

(Artwork will be returned in the original frames and mats unless other arrangements are made in writing with USC.)

Shipping & Special Instructions: Please indicate pick-up and delivery address, and list special instructions below:

Address if different from the above: _____

Special instruction & condition for the loan: _____

Return shipment will be made to/from address above.

Insurance: Total insurance value (United States Currency) \$ _____

digital image at 300 dpi is provided yes no

Reproduction & Publicity:

Are there any additional copyright holders to Artwork?:

Please identify any copyright or photographer credits for this image:

Lender acknowledges that the signatory has full power to make this loan, that the signatory has read the attached Conditions Governing Outgoing Art Loan, and that the signatory agrees to abide by those conditions.

Signature of Borrower: _____ Date: _____

Printed name and title: _____

Signature of USC: _____ Date: _____

Printed name and title: _____

CONDITIONS GOVERNING OUTGOING ART LOAN AGREEMENT

CARE AND EXHIBITION

1. Borrower will treat Artwork with professional curatorial care, as it does comparable property of its own. Borrower agrees to meet the special requirements for installation and handling as noted in the Agreement. USC is to be notified immediately, followed by a full written report including photographs, if damage or loss is discovered. No Artwork may be altered, cleaned, or repaired without the prior express written permission of USC.
2. Borrower agrees to maintain stable temperature, humidity and light level for the artwork and comply to special environmental need of the artwork as requested by USC. Artwork must be maintained in a building equipped to protect objects from fire, smoke, or flood damage; under 24 hour physical and/or electronic security; and protected from extreme temperatures and humidity, excessive light, and from insects, vermin, dirt, or other environmental hazards. Artwork must be handled only by experienced personnel and be secured from damage and theft by appropriate brackets, railings, display cases, or other responsible means.
3. USC retains the right to determine when, if, and for how long Artwork will be exhibited. USC retains the right to withdraw the loan from exhibition at any time with advance notice. The terms of this Agreement shall apply to any extension of the loan period, as granted by USC in writing.
4. Nothing in these terms and constitutes permission for Borrower to publish reproductions or photographs of Artwork, or any textual content contained therein, unless Borrower obtains USC's prior written approval in each instance. Artwork may be photographed for documentation, promotion and research purposes, and may be photographed by public without flash. USC approval is needed for any other photograph, publication, film, reproduction or telecast. Borrower agrees to furnish USC, free of charge, two copies of any catalogs, lists, or other publications relating to the exhibition in which the Artwork appears or is cited.

TRANSPORT AND PACKING

1. Packing and transportation shall be by safe methods approved in advance by USC. Experienced art professionals under competent supervision will unpack and repack the Artwork. Repacking must be done with the same or similar materials and boxes, and by the same methods as the Artwork was received.
2. Written condition reports will be made by Borrower on Artwork's arrival and departure to and from the exhibition venue. A copy of the condition report and confirmation receipt should be provided to USC in two weeks. Any condition change of the artwork should be noted and photographed by the borrower and notified USC immediately
3. Cost of shipping, packing, crating and customs will be borne by Borrower unless another arrangement is made in writing.
4. Borrower will adhere to all international shipment regulations. Borrower is responsible for adhering to its country's import/export requirements and USC is required to adhere to United States import/export requirements. Upon USC's request, borrower will promptly provide USC with documentary proof, reasonably acceptable to USC, of Borrower's compliance with all applicable import/export laws.

INSURANCE

1. Artwork will be insured for the amount specified on the face of this Agreement under Borrower's "all risk" wall-to-wall fine arts policy, while in transit and on location, including Earthquake and Terrorism, during the period of the loan. If Borrower fails to secure and maintain said insurance, Borrower will, nevertheless, be required to respond financially in case of loss or damage as if such insurance were in effect. Borrower is responsible for any deductible under the Borrower's policy.
2. The insurance will guarantee payment of claims for loss or depreciation as well as restoration and related costs, in US currency. A certificate of insurance is required before the Artwork is sent by USC, and USC shall be named as an additional insured and a loss payee on the certificate.

RETURN OF LOANS

1. Unless otherwise agreed in writing, the Agreement automatically terminates on the date specified on the face of this Agreement, and the Artwork must be returned to USC in a satisfactory condition by that date.
2. Unless otherwise specified by USC in writing, Artwork will be returned to Lender only at the address stated on the face of this Agreement.

GENERAL

1. Borrower understands that the Objects being lent are done so by USC on an "AS IS" basis without any representations or warranties, including implied representation or warranties. USC shall not be liable to Borrower for any damages whatsoever related to this Agreement. Moreover, Borrower agrees to indemnify, defend and hold harmless USC, its officers, employees, and agents and their respective successors, heirs, and assigns, against all liability, demand, damage, loss, or expense, including attorney's fees and costs, incurred by or imposed upon them in connection with any claims, suits, actions, demands, or judgments related to these terms and conditions or this Agreement.

2. This Agreement shall be governed by and construed under the laws of the state of California, without regard to conflict of law principles. The parties believe that most disagreements can be resolved informally through cooperative, good faith discussion. In the event that we cannot resolve a dispute through discussion, any disputes arising in connection with this Agreement shall be submitted to Judicial Arbitration and Mediation Services ("JAMS") or successor organization for binding arbitration in Los Angeles, California by a single arbitrator. The parties also agree to waive their right to a jury or court trial. The arbitrator shall be selected based on agreement by the parties within forty-five (45) days of the filing of an arbitration demand with JAMS by any party hereto; if the parties are unable to agree on an arbitrator within that timeframe, JAMS will select a neutral arbitrator pursuant to JAMS's then current procedures. A decision shall be rendered by the arbitrator within thirty (30) days of the conclusion of the hearing. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under this Agreement. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

3. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes any prior agreements and understanding relating thereto. If any provision of this Agreement is determined invalid under applicable law, such invalidity shall be limited to such provision without invalidating the remainder of this Agreement.

4. The conditions set forth in this Agreement shall apply to all Artwork lent by USC, and cannot be altered, changed, waived, or otherwise affected except as agreed to in writing by both parties.