



620 Market Street  
Kirkland, WA 98033  
425.822.7161 x102

KIRKLANDARTSCENTER exhibitions@kirklandartscenter.org

# INCOMING LOAN AGREEMENT

Exhibition Title: \_\_\_\_\_ Exhibition Dates: \_\_\_\_\_  
 Delivery Dates: \_\_\_\_\_ Pick Up Dates: \_\_\_\_\_ Method of Transport: \_\_\_\_\_  
 Artist: \_\_\_\_\_  
 Lender: \_\_\_\_\_ Credit (For Wall Text): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**List of Artworks (attach additional pages if necessary):**

1. \_\_\_\_\_  
 TITLE DATE DIMENSIONS (HxWxD)  
 \_\_\_\_\_  
 MEDIUM INSURANCE VALUE RETAIL VALUE (or NFS)
2. \_\_\_\_\_  
 TITLE DATE DIMENSIONS (HxWxD)  
 \_\_\_\_\_  
 MEDIUM INSURANCE VALUE RETAIL VALUE (or NFS)
3. \_\_\_\_\_  
 TITLE DATE DIMENSIONS (HxWxD)  
 \_\_\_\_\_  
 MEDIUM INSURANCE VALUE RETAIL VALUE (or NFS)
4. \_\_\_\_\_  
 TITLE DATE DIMENSIONS (HxWxD)  
 \_\_\_\_\_  
 MEDIUM INSURANCE VALUE RETAIL VALUE (or NFS)

**The undersigned (“Lender”) hereby lends to Kirkland Arts Center the object(s) described above for the purposes, and subject to the terms and conditions set forth on Page 2. The Lender acknowledges that he/she has full authority and power to make this loan, that he/she has read the conditions on Page 2, and that he/she agrees to be bound by them.**

NAME OF LENDER	SIGNATURE	DATE
<b>J. Gordon</b>		
KAC GALLERY MANAGER	SIGNATURE	DATE

## **CONDITIONS OF LOAN**

**CARE AND HANDLING** Kirkland Arts Center ("KAC") will exercise the same care with respect to the work of art on loan as it does with comparable property of its own. KAC will not alter, clean, or repair the work without prior express written permission of the Lender or except when the safety of the work makes such action imperative.

**PACKING AND TRANSPORTATION** KAC requires the Lender to deliver the piece(s) listed on Page 1 to KAC in the timeframe specified on Page 1. If shipping is required, the Lender bears all costs associated with delivery and return shipment of the work. The Lender certifies that the work is in good condition and will withstand ordinary strains of packing and transportation. Condition reports will be completed when the work is unpacked at KAC. Evidence of damage to the work at the time of receipt or while in KAC's custody will be documented and reported at the earliest opportunity to the Lender. The work will be returned packed in the same or similar materials unless otherwise authorized by the Lender. Customs regulations will be adhered to in international shipments.

**INSURANCE** Once artwork is received, KAC will insure the work wall-to-wall under its fine arts policy against risks of physical loss or damage from external cause while on location during the period of the loan. The insurance coverage contains the usual exclusions of loss or damage due to causes such as wear and tear, gradual deterioration, moths, vermin, inherent vice, war, invasion, hostilities, insurrections, nuclear reaction or radiation, confiscation by order of any government or public authority, risk of contraband or illegal transportation and/or trade, and any repairing, restoration, or retouching authorized by the Lender.

**REPRODUCTION AND CREDIT** KAC assumes the right, unless specifically denied by the Lender, to photograph, videotape, and reproduce the work for documentation, publicity, publication, and educational purposes connected with this exhibition. Unless otherwise instructed in writing, KAC will give credit to the Lender in any labels and publications as specified on Page 1 of this agreement. Any photographs and reproductions shall be used solely as permitted by Sections 107 and 108 of the United States Copyright Law.

**OWNERSHIP AND CHANGE IN OWNERSHIP** The Lender hereby warrants that he/she has full legal title to the work or that he/she is the duly authorized agent of the owner or owners of the work. The Lender will indemnify, defend, and hold KAC harmless from any losses, damages, and expenses, including attorney's fees, arising out of claims by individuals, institutions, or other persons claiming full or partial title to the work. If ownership shall change during the period of this loan, KAC reserves the right to require the new owner, prior to the return of the work, to establish his or her right to possession by proof satisfactory to KAC.

**LOAN PERIOD AND RETURN** The work shall remain in the possession of KAC for the time specified on Page 1. The Lender agrees that he/she cannot withdraw the work during the period of this agreement without prior written consent of KAC. The Lender shall promptly notify KAC in writing if contact information changes. KAC assumes no responsibility to search for a Lender who cannot be reached at the contact information specified on Page 1. The Lender will pay additional costs, if any, if the Lender requests that shipped works be returned to a different address. KAC's right to return the loan shall accrue absolutely at the termination of the loan. If, after pursuing all possible means of contact, and in accordance with any legal requirements, the Lender cannot be found or the Lender refuses to accept the return of the work, it shall be deemed abandoned and become the property of KAC.

**SALES** KAC charges a 40% commission on all work sold. Gallery Lenders must reach a commission split agreement with KAC prior to exhibition. All parties will receive their commission check within 30 days of sale.

**INTERPRETATION OF LOAN AGREEMENT** This agreement constitutes the entire agreement between the Lender and KAC and may be amended or modified only in writing signed by both parties. Any changes herein of printed text or written additions must bear the initial of both parties. This agreement shall be governed and interpreted according to the laws of the State of Washington.