

**LOAN AGREEMENT
CITY OF ODESSA - ODESSA ARTS
COMMUNITY ART GALLERY - ODESSA CITY HALL**

LENDER

BORROWER

<p>Organization:</p> <p>Contact Person / Artist:</p> <p>Address:</p> <p>Phone:</p> <p>Email:</p>	<p>City of Odessa - Odessa Arts Contact: Randy Ham</p> <p>415 N Grant Ave #200, Odessa, TX 79761 Phone: (432) 337-1492</p> <p>Email: randy@odessaarts.org</p>
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Agreement: The Lender agrees to loan the artwork described under the terms and conditions set out in this Loan Agreement.

Purpose: Community Art Gallery Exhibition in Odessa City Hall

Exhibition Dates: April 10, 2023 to March 30, 2024

Loan Term: From August 1st, 2018 to July 15th, 2019 unless extended by written agreement between the Lender and the Borrower. The artwork will be dropped off and picked up at the following address: 415 N Grant Ave #200, Odessa, TX 79761

Artist/ Maker:	Title:	Date:
Medium: (list materials used) « medium »		
Final, Framed Dimensions of 2D work (in inches:) (H x W x D)	Final Dimensions of 3D Work (in inches:) (H x W x D)	
Is item for sale (Y/N):	Insurance Value/Sale Price:	
Gallery or lender credits:		

I have provided the following statement about the work.

Artist Statement:

Website:

PHOTOGRAPH OF LOANED ARTWORK:

«*Title*», «Year_of_completion», «medium»

LOAN TERMS AND CONDITIONS

This loan agreement incorporates the terms and conditions of the Community Art Gallery Exhibition Series Guidelines for Odessa City Hall, attached as Exhibit A, as if the terms were set out in this agreement.

CONDITION, CARE, AND PRESERVATION OF ARTWORK

The Lender certifies that it has the authority to loan the artwork to the City, and that the artwork on loan is in good condition and suitable for display.

The City of Odessa and Odessa Arts shall provide artwork on loan the same level of care given to artwork of a similar nature owned by the City. The City and Odessa Arts shall promptly report evidence of damage to artwork on receipt of the artwork or as soon as practicable after the damage is observed during an exhibition. The City and Odessa Arts may not alter, restore, or repair artwork on loan without the written authorization of the Lender.

TRANSPORTATION AND PACKING; INSTALLATION AND REMOVAL

The Lender is responsible for damage to, or loss of, artwork during packing and transportation. If the City and Odessa Arts allows the Lender to install or dismantle artwork, the Lender is responsible for damage during installation or dismantling.

The Lender shall pay the cost of packing and transportation, unless other payment arrangements are agreed to in writing by the City and Odessa Arts. The Lender may determine the shipping and delivery method for the artwork, unless the City requires a specific shipping and delivery method.

The City is not responsible for damage to or loss of artwork during shipping or delivery, or during installation or dismantling by the Lender.

INSURANCE

Unless otherwise instructed in writing, the City of Odessa property insurance policy will provide coverage for objects on loan to the City for the amount specified on the face of this agreement, against risks of physical loss or damage from covered perils while on location during the period of the loan. This coverage is subject to the deductible as indicated in the insurance policy. The City of Odessa will pay for damages up to the insurance amount for objects damaged while on loan to the city and located at City Hall. However, the City disclaims liability up to the policy's deductible and in excess of the policy limits. The appraisal value shall be the responsibility of and be determined by the donor and does not in any way imply an endorsement by the City of Odessa.

The policy referred to contains the usual exclusions of loss or damage including but not limited to such causes as gradual deterioration, moths, vermin, inherent vice, war, invasion, hostilities, insurrection, confiscation by order of any government or public authority, risks of contraband or illegal transportation and/or trade. A certificate of insurance will be sent upon request.

By mutual consent of the Lender and City of Odessa staff, the City of Odessa disclaims liability for items valued at less than the City's Insurance deductible.

If the Lender chooses to maintain his/her own insurance, the City of Odessa must be supplied with and approve a certificate of insurance naming the City of Odessa and each of the participating institutions as an additional insured, and waiving subrogation against the City of

Odessa and each of the participating institutions. If the lender shall fail to supply the City of Odessa with such a certificate for approval, this loan agreement shall constitute a release of the City of Odessa and each of the participating institutions from any liability in connection with the work. The City of Odessa cannot accept responsibility for any error or deficiency in information furnished to the Lender's insurer or any lapses in coverage. The City of Odessa will be responsible and liable for borrowed items only during the term of the loan.

PUBLICITY AND PHOTOGRAPHY

The Lender agrees that artwork loaned under this agreement may be photographed and the photographs may be reproduced for publicity purposes or in a City funded publication, unless the Lender and the City specifically agree to other terms in writing as an amendment to this agreement.

RELEASE

If the City does not obtain a signed release before the artwork is shipped back to the Lender, the City may pack and return artwork to the Lender. If the Lender has not made shipping arrangements for the return of the artwork and does not otherwise have a written agreement with the City relating to the return of the artwork, the Lender's failure to sign the release and acceptance shall constitute acceptance by the Lender of the artwork and release the City from any future claim for damage. Artwork not removed by loan agreement end date may be considered abandoned property. The City is not responsible for the storage of artworks after expiration of loan agreement.

Insurance Coverage: The Lender [] accepts or [] waives coverage by the City's Fine Arts Insurance Policy.

Removal: The artwork shall be removed on the ending date of the loan, not later than 2 p.m., unless a later date and time has been agreed to in writing by the Borrower before the specified date.

Condition of work upon delivery: Please document the condition of the artwork, with staff, when you deliver your work. Include wear and tear, pre-existing damage. Use attached photograph to mark condition and attach additional sheets if needed.

ADDITIONAL NOTES:	<u>See Attached Photo</u>
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Installation Requirements: Please describe any special installation requirements and any condition that might affect the safety of installation of the artwork. **Work must be ready to install** with D-rings and wire, or other appropriate fixtures.

Condition of work upon pick-up: Please document the condition of the artwork, with staff, when you pick up your work. Include wear and tear, pre-existing damage. Use attached photograph to mark condition and attach additional sheets if needed.

See Attached Photo

ADDITIONAL NOTES:

LOAN ACCEPTANCE SECTION - Condition of Work at Beginning of Loan Period and Acceptance: The artwork described in this agreement was inspected and accepted on _____, 20__.

Borrower: City of Odessa - Odessa Arts

Signature:

Printed Name:

Lender: Artist or Arts Institution

Signature:

Printed Name:

LOAN RELEASE SECTION - Condition of Work at End of Loan Period and Release:

The artwork described in this agreement was inspected and accepted for return on _____, 20__.

Accepted By: Artist or Arts Institution

Signature:

Printed Name:

Released By: City of Odessa - Odessa Arts

Signature:

Printed Name:
