

# THE WESTMORELAND MUSEUM of AMERICAN ART

221 North Main Street, Greensburg, PA 15601

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## INCOMING LOAN AGREEMENT

Exhibition: \_\_\_\_\_

Exhibition Dates: \_\_\_\_\_

Lender: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Credit (exact form of lender's name for catalogue, labels, publicity): \_\_\_\_\_

Title: \_\_\_\_\_

Artist: \_\_\_\_\_ Date: \_\_\_\_\_

Medium & Support: \_\_\_\_\_

### **DIMENSIONS** (please indicate all measurements in inches)

Painting > Height: \_\_\_\_\_ Width: \_\_\_\_\_

Sculpture > Height: \_\_\_\_\_ Width: \_\_\_\_\_ Depth: \_\_\_\_\_

Print > Height: \_\_\_\_\_ Width: \_\_\_\_\_

Decorative Art > Height: \_\_\_\_\_ Width: \_\_\_\_\_ Depth: \_\_\_\_\_

Frame > Height: \_\_\_\_\_ Width: \_\_\_\_\_ Depth: \_\_\_\_\_ Indicate whether behind:  Plexi  Glass

### **INSURANCE** (see Conditions on next page)

Value: \$ \_\_\_\_\_

The Westmoreland Museum of American Art (Museum) will insure.

I wish to maintain my own insurance. Estimated total premium cost: \$ \_\_\_\_\_

### **PHOTOGRAPHY & REPRODUCTION**

The Museum forbids public photography of works on loan. We would, however, appreciate your permission for the following non-commercial purposes:

Reproduce the work in publications and publicity, including video

Slides, film and television for educational purposes

The Lender hereby warrants that he/she is the sole owner or authorized agent of the owner of the work herein, with authority to execute this Loan Agreement, and that the work has not previously been subject to copyright, or if it has been copyrighted, that no publication or exhibition of the loan by the Museum will infringe the copyright.

## SHIPPING

The Director of Collections and Exhibition Management will contact you to arrange mutually satisfactory shipping conditions. Your loan will be needed at the Museum no later than: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

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Please read **Conditions Governing Loans to the Museum** (below) and complete and sign both copies. Return one copy to the Museum in the enclosed, self-addressed envelope. Retain the other copy for your records.

## CONDITIONS GOVERNING LOAN OF OBJECTS TO THE WESTMORELAND MUSEUM OF AMERICAN ART

### STANDARD OF CARE

The Museum shall exercise the same degree of care for the loan as it does for objects of comparable value in its own collection to insure against loss, damage, and deterioration.

### INSURANCE

All temporary loans accepted by the Museum under this Loan Agreement shall be insured at the Lender's value under the Museum's Fine Arts Policy on a wall-to-wall basis, i.e. during transit to and from the Museum and during the term of the loan, unless otherwise stated on front. In the event of loss of, or damage to a loan, the Museum's liability to Lender shall be limited to the value stated by Lender on this Loan Agreement, and Lender agrees that the Museum shall be liable only for those risks covered by the Museum's insurance policy following generally accepted standard exclusions.

### RETURN RECEIPT

Signature by the Lender on a receipt acknowledging return of the loan shall constitute an agreement by Lender that the loan was returned in satisfactory condition.

### PHOTOGRAPHY

The Museum shall have the right to photograph, or otherwise reproduce in any media, the loan for publication, record, educational, or publicity purposes.

### TRANSPORTATION

The Museum shall arrange, and bear all reasonable costs for, transportation of the loan from the Lender to the Museum, and to the Lender at the conclusion of the loan.

### REPAIRS

No conservation, framing, or repair of any loan shall be undertaken by the Museum without prior written consent of the Lender.

### SPECIAL INSTRUCTIONS

Lender shall advise Museum of any known condition issues that may affect the handling of the loan.

### INTERPRETATION

In the event of any conflict between this agreement and any forms of the borrower, the terms of this agreement shall be controlling. For loans to borrowers within the United States, this agreement shall be construed in accordance with the law of the State of Pennsylvania.

### ADDITIONAL CONDITIONS FOR INTERNATIONAL LOANS

Government regulations will be adhered to in international shipments. Unless otherwise stated in writing, the Lender is responsible for adhering to its country's import/export requirements. The borrower will protect objects from possible damage during its customs inspections and will make every effort to ensure that customs examinations are made only on the borrower's premises. If the nature of the material to be exported falls within the types addressed by the UNESCO Convention, its status in the importing country should be verified before this loan agreement is signed by the borrower. The Westmoreland requires a declaration of immunity from seizure if available. The provisions of this loan agreement are subject to the doctrine of force majeure. In the event of premature termination of the loan, the parties will agree on a just settlement of costs incurred prior to the date of termination. Such settlement will take into account any benefits already enjoyed by one or more of the participating museums. If U.S. Government Indemnity is secured, the amount payable by indemnity is the sole recovery available to The Westmoreland in event of loss or damage, and objects will be insured in U.S. dollars at their value as of the application date. Current fluctuations affecting value of claims at a later date are not recognized under indemnity.

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I hereby accept and agree to the foregoing conditions.

Lender's Signature: \_\_\_\_\_

Date: \_\_\_\_\_