

GEORGIA STATE UNIVERSITY

Art Loan Agreement for Undergraduate Student Exhibition

THIS AGREEMENT made between the Board of Regents of the University System of Georgia by and on behalf of Georgia State University, located at University Plaza, Atlanta, Georgia, 30303 (“Georgia State”) and [REDACTED] with an address of [REDACTED] (“Student Lender”).

- 1. Artwork to be Loaned:** The artwork to be loaned by Student Lender to Georgia State is described on Attachment A which is attached hereto and incorporated herein by reference.
- 2. Details of Exhibit:** In exchange for the promotion and public exposure that will accrue to the parties by exhibiting the Artwork at Georgia State, curricular credit where applicable, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Student Lender agrees to loan artwork (individually and collectively the “Artwork”) to Georgia State for the Exhibit (“Exhibit”) described on page 5 which is attached hereto and incorporated herein by reference. **Dates of the 2020 Juried Student Exhibition: April 13, 2020 to April 27, 2020**
- 3. Term of Loan:** Student Lender agrees to loan the Artwork to Georgia State from the first through last day of the Exhibit Inclusive Dates described above. The Artwork may only be withdrawn early upon thirty days written notice by Student Lender and payment by Student Lender for return shipping and all costs associated with the early withdrawal of the Artwork.
- 4. Reproduction for Publicity:** Student Lender agrees to submit digital images (300dpi) to Georgia State for use in University publications, exhibition catalogues, invitations, publicity and education purposes. Student Lender also grants Georgia State permission to photograph the Artwork for these purposes.
- 5. Reasonable Care:** Georgia State will exercise reasonable care in the safekeeping of the loaned Artwork.
- 6. Insuring Artwork during Exhibition:** Unless Student Lender expressly elects to maintain his/her own insurance, Georgia State will insure the Artwork for the Term of Loan for 100% of the Fair Market Value (FMV) listed by the Student Lender. The insurance will include coverage against all risks of physical loss or damage from any external cause while on location at the Georgia State during the Term of Loan; provided, if the Artwork shall be industrially fabricated and can be replaced to the Student Lender’s specifications, the amount of insurance shall be limited to the cost of such replacement. If no FMV is specified herein by Student Lender, Georgia State will insure the Artwork at an estimated value as determined in Georgia State’s sole discretion; provided that such estimated value shall not, for any other purpose be construed as an appraisal of the Artwork.

Georgia State’s art insurance policy contains the usual exclusions for loss or damage due to wear and tear, gradual deterioration, inherent vice, war, invasion, hostilities, rebellion, insurrection, confiscation by order of any government or public authority, risks of contraband or illegal transportation and/or for damage sustained due and resulting from any repairing, restoration, or retouching process unless caused by fire and/or explosion. Student Lender acknowledges such exclusions and agrees to bear the risks of such exclusions.

If Student Lender elects to maintain his/her own insurance, Georgia State must receive from the Student Lender’s insurance company a Certificate of Insurance which either lists Georgia State as an additional insured or waives the right of subrogation against Georgia State University. The University will accept no responsibility for any error or deficiency in information to the Student Lender’s insurer or for lapses in coverage.

- 7. Right to Return Artwork:** Georgia State’s right to return the Artwork shall accrue absolutely at the expiration of the Term of Loan. If, after making reasonable efforts and through no fault of its own, Georgia State is unable to return the Artwork to Student Lender within sixty days after expiration of the Term of Loan, then Georgia State shall have the absolute right to place the Artwork in storage, to charge regular storage fees, and to have and enforce a lien for such fees and costs. If after one year the Artwork is not reclaimed by Student Lender, then for, and in consideration of the storage and safeguarding of the Artwork by Georgia State during such period, the Artwork shall be conclusively deemed an unrestricted gift to Georgia State and the Student Lender hereby authorizes the Georgia State to so proceed in accordance herewith, without order of or report to any court or agency.

8. Warranties: Student Lender hereby warrants that s/he is the owner or authorized possessor of the Artwork described herein with the authority to execute this Agreement, and that the display of the Artwork as contemplated hereby will not violate or otherwise infringe upon the copyright or other rights of any third party.

9. Examination of Artwork: Georgia State reserves the right to examine the Artwork by all photographic and scientific means available. It is understood that the Georgia State will not clean, restore, conserve, or otherwise alter the Artwork without the written consent of the Student Lender.

10. Estate Representative: In case of death of Student Lender during the Term of Loan, the legal representative of the Student Lender's estate shall be required to submit documentation showing formal authority to act on behalf of the involved estate before the Artwork will be released to that person.

Student Lender:

Georgia State:

By: _____
Student Lender Date

By: _____
Wade Weast, Dean Date
College of the Arts

Attachment A
Artwork To Be Loaned - Inventory and Fair Market Value

Instructions: Please include title, media, date, dimensions, fair market values for **each work** of art to be loaned.

Student Name	Telephone	Email
--------------	-----------	-------

Title of Work	Fair Market Value
---------------	-------------------

Dimensions of Work	Medium	Year Created
--------------------	--------	--------------

Additional Information about Work

Signature of Advising Professor

Printed name of Advising Professor

Please copy this label and affix to EACH PIECE you are dropping off. Do not turn in this sheet with your contract at the deadline, it is for drop off purposes only.

Student Name Telephone Email

Title of Work

Dimensions of Work Medium Year Created

2020 JSE Exhibition Dates and Timeline

Exhibition Dates

April 16 – April 24

Reception and Awards Ceremony

Thursday, April 16 from 4-7 p.m.

Contract Deadline

The contract must be signed by the student and advising professor, printed out, and turned in to Cynthia Farnell's box in the main art office Friday, April 10.

Students must complete and turn in a contract in order to participate in the exhibition and for their work to be insured.

This is the link to the contract: <https://artdesign.gsu.edu/artgallery/ernest-g-welch-galleries-opportunities/>

Drop off Dates, Both Galleries

Monday, April 13, 10am - 6pm

Please make sure that your work is truly "ready to hang". Frames with sawtooth hangers are not permitted. Provide any special hardware and test your system far in advance.

Exhibition Installation

April 13-15, 8:30am – 6pm daily

Work Pick-up

April 23 9:00am – 6:00pm

Contact JSE Exhibition Coordinator with questions:

Eric James Norris

enorris5@student.gsu.edu

Link to website:

<https://artdesign.gsu.edu/artgallery/ernest-g-welch-galleries-opportunities/>