

**GEORGIA STATE UNIVERSITY**  
**Art Loan Agreement for Gallery 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 **YOUR NAME with an address of YOUR ADDRESS (“Lender”)**.

**1. Artwork to be Loaned:** The artwork to be loaned by Lender to Georgia State is described on Exhibit 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, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Lender agrees to loan artwork (individually and collectively the “Artwork”) to Georgia State for the Exhibit described below (the “Exhibit”):

**Exhibit /Title:** **Your title**  
**Inclusive Dates:** **Your dates**  
(from installation through de-installation)  
**Venue:** Welch School Gallery, Georgia State University  
**Miscellaneous:**

**3. Term of Loan:** 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 The Artwork may only be withdrawn early upon thirty days written notice by Lender and payment by Lender for return shipping and all costs associated with the early withdrawal of the Artwork.

**4. Reproduction for Publicity:** Lender hereby grants Georgia State permission to photograph the Artwork and duplicate slides for use in University publications, exhibition catalogues, invitations, publicity and education purposes. Lender agrees to submit images to Georgia for the above-referenced uses no later than **Friday, December 20** in the following format: **Digital Image (300dpi) [ X]**

**5. Reasonable Care:** Georgia State will exercise reasonable care in the safekeeping of the loaned Artwork.

**6. Insuring Artwork during Exhibition:** Unless 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 Lender herein. 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 Lender’s specifications, the amount of insurance shall be limited to the cost of such replacement. If no FMV is specified herein by 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. Lender acknowledges such exclusions and agrees to bear the risks of such exclusions.

If Lender elects to maintain his/her own insurance, Georgia State must receive from the 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 Lender’s insurer or for lapses in coverage.

**7. Shipping and Installation / Deinstallation of Artwork:** The Lender is responsible for all aspects of work transport, installation and deinstallation.

**8. 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 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 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 Lender hereby authorizes the Georgia State to so proceed in accordance herewith, without order of or report to any court or agency.

**9. Warranties:** 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.

**10. 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 Lender.

**11. Estate Representative:** In case of death of Lender during the Term of Loan, the legal representative of the 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.

**Lender:** YOUR NAME

**Georgia State:**

By: Your Signature  
Lender Date

By: \_\_\_\_\_  
Wade Weast, Dean Date  
College of the Arts

**Exhibit 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.

1. **Artwork to be loaned:**

1. **Attribution of Loan Credit:** The exact language to be used in catalogues, labels and printing is as follows:  
(example: *Image courtesy of the artist*)

**Please complete, sign and return one copy to this Artwork Loan Agreement to Director, Ernest G. Welch  
School of Art & Design Gallery, Georgia State University, P.O. Box 4107, Atlanta, Georgia, 30302-4107 or fax  
to: 404.413.5261.**