

Dubuque Museum of Art INCOMING LOAN AGREEMENT

Lender:	Date:
Address:	Telephone:

In accordance with the conditions printed on the reverse, LENDER lends the following objects to the Dubuque Museum of Art for the purpose of and subject to the terms set forth.

Period of loan: July 25 – September 30, 2016

Exhibition title: Dubuque Camera Club: Perspectives of Dubuque Architecture

Exhibition dates: August 5 – September 25, 2016

OBJECT TITLE, DATE	CONDITION	VALUE	FOR SALE?

CREDIT LINE: Collection of the artist

INSURANCE (see conditions on reverse)

To be carried by Dubuque Museum of Art

To be carried by Lender in transit; Name of Insurer _____

Insurance waived

SPECIAL CONDITIONS: DCC will arrange for transportation of works to and from DUMA

- May we clean reframe remount remat if necessary?
- May the general public photograph the objects on exhibition without the use of tripod or flash? Yes No

I have read and agree to the conditions printed on the reverse and certify that I have full right, power, and authority to enter into this agreement:

_____	Accepted for the Museum by:
(Signature)	_____
_____	(Signature)
(Title)	_____
_____	(Title)
(Date)	_____
	(Date)

Return of Loan Object(s) is hereby acknowledged:

_____ Date _____

CONDITIONS GOVERNING THE LOAN OF OBJECTS

Care and Preservation

1. Dubuque Museum of Art (DUMA) will give the same care and protection to borrowed objects as it does to objects in its own collections.
2. A copy of the full condition report of the existing state of the work(s) should be sent prior to shipping. A condition report will be made upon the arrival of the work(s) to the DUMA and upon its departure when the exhibition closes.
3. The Lender certifies that objects lent are in good condition and able to withstand the ordinary strains of packing, shipping and handling.
4. Evidence of damage at the time of receipt or while in DUMA custody will be promptly reported to the Lender.

Insurance

1. Unless otherwise noted, DUMA will insure borrowed objects through AXA Art Insurance Corporation and its excess insurance policies subject to policy terms and conditions. DUMA will insure borrowed objects for their replacement value set forth in this loan agreement unless the Lender submits an independent professional appraisal of the objects. This value is the limit of DUMA's liability.
2. If the Lender elects to provide their own insurance, any failure of the lender to provide the agreed upon insurance constitutes a complete release of DUMA from any liability for damage to or loss of the property placed on loan.
3. If the Lender waives insurance, this waiver constitutes a complete release of DUMA from any liability arising from the loan.
4. If the Lender does not provide a valuation, the Lender shall agree to accept an insurance value set by DUMA and that this value is not to be considered an appraisal. A certificate of insurance will be provided upon request.

Reproduction and Credit

1. Unless otherwise notified in writing by the Lender, DUMA may photograph or reproduce by other conventional means, borrowed objects for educational, publication and/or publicity purposes.
2. At the Lender's request, any or all use of the borrowed objects will be prominently credited as the property of the Lender.

Ownership

1. The Lender warrants full title as the sole owner of the objects listed on this agreement or as the legal representative of the owner(s).
2. It is the responsibility of the Lender to give prompt notice to DUMA if there is a change in ownership of the objects on loan or if there is a change in the identity or address of the Lender.
3. All borrowed artwork that is part of this loan agreement will be returned to the Lender, any other arrangements will be at the Lender's expense.

Other Conditions

1. DUMA may cancel or change the dates of this exhibition at any time.
2. The Lender may not withdraw the Loan during the term of this Agreement without good reason satisfactory to DUMA. The object(s) shall remain in the custody of DUMA for the duration of the exhibition, as specified on the obverse, but may be withdrawn from the exhibition at any time by DUMA.
3. Unless otherwise notified in writing, DUMA will release borrowed objects only to the Lender or his/her legal representative.
4. Unless otherwise agreed to in writing, the loan will terminate on the date specified in the loan agreement.
5. If DUMA's effort to return the borrowed objects to the Lender is unsuccessful, then at the end of six months following the expiration date of the loan, DUMA reserves the right to treat the loaned property as a gift and claim title.