

## CONDITIONS GOVERNING OUTGOING EXHIBITION LOANS

1. The BORROWER will exercise the same care of the object(s) subject to this Loan Agreement (collectively and individually, the "LOAN") as it does in the safekeeping of its own property. Precautions will be taken to protect the LOAN from fire, theft, mishandling, and extremes of light, temperature, and humidity while in the BORROWER'S custody. BORROWER will adhere to all conservation requirements as stated under the attached "Conservation Stipulations". It is understood by the LENDER and the BORROWER that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible.
2. The LENDER represents and warrants that the LOAN is in such condition as to withstand the ordinary strains of packing, transportation and handling. It will be assumed that the LOAN is received in the same condition as when it left the LENDER'S possession unless otherwise notified immediately on receipt of the LOAN, see #5.
3. A. The BORROWER will provide the LENDER with a complete and current facilities report for each venue, including a floor plan that clearly indicates the Gallery(ies) in which the LOAN will be displayed. The LENDER reserves the right to decline inclusion of LOAN in any venue that cannot satisfy LENDER'S conservation stipulations and security requirements.  
B. In the case that the LOAN must be put in temporary storage at a fine art storage facility, the LENDER must provide approval of the facility in writing prior to transferring the LOAN from the current venue; the same security and conservation stipulations apply to all non-venue storage areas.
4. A. A condition report for the LOAN object(s) will be prepared by FIDM MUSEUM prior to shipment.  
B. BORROWER has thirty (30) days after receipt of object(s) to notify FIDM MUSEUM of any discrepancy between condition report and the condition of the LOAN upon unpacking and re-packing of the LOAN.
5. Any evidence of damage, loss or theft at the time of receipt, or while in the BORROWER'S custody, will be reported by phone immediately to the LENDER and followed up in writing. No repair, restoration or alteration will be undertaken without the LENDER'S express written permission. The BORROWER will be responsible for cost of all conservation work necessitated by damage of the LOAN object(s) while in the BORROWER'S custody, or while in transit to or from the BORROWER.
6. The following installation arrangements may be made.  
A. A FIDM MUSEUM agent will install and de-install object(s). BORROWER will be responsible for the cost of 2 or more days' hotel, per diem based on U.S. State Department rates for venue city, plus the courier's economy airfare for domestic shipments (Business-class airfare for international shipments), luggage fees, and transit to/from the airport. Per diem must be paid to FIDM Museum agent in advance or upon arrival. If it is determined that the FIDM MUSEUM agent must stay for an extended length of time, due to an exceptionally large or intricate exhibition, or due to lengthy, complex travel arrangements, the BORROWER will be responsible for any additional costs plus hotel charges.  
B. FIDM MUSEUM may prepare custom mounts for all objects to be shipped and displayed on; BORROWER will install mounts in exhibition space, ensuring that objects are secure in the case and/or on the platform. Photographs of objects installed at each venue will be provided by BORROWER. FIDM MUSEUM may ask for adjustments to be executed by BORROWER, as needed. Mounts will cost \$500.00 each, plus cost of materials.
7. Unless otherwise indicated, the cost of transportation; customs; packing; insurance; and any necessary preparation work including, but not limited to, framing or other special conservation and mounting requirements will be borne by the BORROWER. A one-time administrative fee of \$200.00 per object will be paid by the BORROWER in advance of shipment. The 50% non-refundable deposit is due at signing of Loan Agreement. Remainder is due at receipt of loan objects. Payments not received by the FIDM Museum when due are subject to a late fee calculated at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is less.
8. The BORROWER will arrange for transportation of the LOAN with the LENDER'S concurrence. In cases where the LENDER might make his own packing arrangements, the LENDER will ensure that the LOAN is adequately and securely packed for the type of shipment agreed upon, and that any special instructions for unpacking and re-packing are furnished by FIDM MUSEUM. The LOAN will be returned packed in the same or similar materials as received unless otherwise authorized by the LENDER. Return shipment(s), with a packing list/inventory, must be approved and arranged with FIDM MUSEUM two weeks in advance of shipment date. The BORROWER will send a receipt form to the LENDER, for the LENDER'S signature to confirm that the LOAN has been received in satisfactory condition. Unless the BORROWER is notified to the contrary by the LENDER in writing, the LOAN will be returned to the LENDER'S address given on the face of this Loan Contract, or to an address of equal distance if so preferred by the LENDER. Section 1899.4 of the California Civil Code requires LENDERS of property to a museum to promptly notify the museum in writing of any change in the LENDER'S address or change in ownership of the property. Government regulations will be adhered to in international shipments. The BORROWER is responsible for adhering to all import/export requirements. Should the BORROWER cancel the LOAN request, the BORROWER will be responsible for any costs already incurred by FIDM MUSEUM in processing the LOAN.
9. A. Unless the LENDER expressly elects to maintain his own insurance in accordance with Paragraph 9.B. hereof, the BORROWER will insure the LOAN wall-to-wall under its policies for the amount indicated on the face of this Loan Contract against "all risks" of physical loss or damage while in transit and on location throughout the period specified on the face of this form. It is the responsibility of the LENDER to notify the BORROWER of any updated insurance valuations. The insurance value(s) of the LOAN object(s) shall be determined by the LENDER. BORROWER to send copy of their insurance certificate and any deductibles to LENDER.  
B. Please initial here if the LENDER elects to maintain his own insurance while LOAN is on location at the BORROWER'S venue or in return transit to LENDER. Doing so hereby releases the BORROWER from any liability for the LOAN, notwithstanding anything to the contrary that may be contained herein. The BORROWER must be supplied with a Certificate of Insurance naming the BORROWER as an additional insured with respect to the LOAN. In addition, LENDER hereby waives all rights of subrogation against the BORROWER. The BORROWER accepts no responsibility for any error or deficiency in information furnished to the LENDER'S insurers or for lapses in coverage. \_\_\_\_\_(LENDER initials)
10. Permission to photograph and/or reproduce the LOAN in any media now existing or later developed, for noncommercial educational, publicity, promotional and archival purposes is hereby authorized, so long as correct credit is given to LENDER. BORROWER will refrain from reproducing LOAN(S) in any way which could be regarded as a gross misinterpretation of object(s) character. Camera lighting allowed only when filming. Separate application for reproduction permission must be made for the following, and terms and fees agreed between FIDM MUSEUM and the BORROWER:
  - a) postcards, posters, prints, slides, etc., of exhibition work(s) produced for sale, and other merchandise incorporating images;
  - b) reproduction of work(s) in CD-Roms and on the Internet.
11. The BORROWER will provide the LENDER with two (2) complimentary copies of any literature published in connection with this exhibition, invitations to all openings and any publicity related materials.

**12.** The BORROWER will release the LOAN or take instructions concerning the LOAN only from the LENDER or his duly authorized agent. BORROWER may not assign or transfer any rights or delegate any obligations hereunder without FIDM MUSEUM's prior consent, which FIDM MUSEUM may grant or deny in its sole discretion. Any attempted assignment, transfer, or delegation without such consent will be void.

**13.** This Loan Contract constitutes the entire agreement between the LENDER and the BORROWER with respect to the subject matter hereof. Any prior agreements, promises, negotiations or representations that may have been made or relied upon that are not expressly set forth in this Loan Contract are of no force or effect. This LOAN has been approved on the basis of insurance and facility information provided to FIDM MUSEUM by the BORROWER as of this date. Any changes in the BORROWER'S facility or procedures, or in insurance coverage – limits or terms – must be discussed with FIDM MUSEUM in advance. This Loan Contract may be modified only in writing, which writing must be signed by both parties. Should certain terms of this agreement conflict with those noted on the BORROWER'S loan agreement, FIDM MUSEUM'S term shall override those of theBORROWER.