The Ohio State University

281 W. Lane Ave

Columbus, OH 43210

INCOMING LOAN AGREEMENT

EXHIBITION TITLE:

LOCATION:

EXHIBITION DATES:

LOAN DATES:

SHIPPING DATE: RETURN DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BORROWER Name: The Ohio State University, Department of Spanish and Portuguese

Address: 298 Hagerty Hall, 1775 College Road, Columbus OH, 43210

Contact Person: Adam Keller

Telephone: 614-292-8633

LENDER Name:

Address:

 Email:

OBJECT(S) BORROWED FOR EXHIBITION:

Please indicate Artist, Title, Date of Work, Medium, Condition Notes and Insurance Value for each object.

Artist

Title:

Publication Date:

# Medium:

INSURANCE: A certificate of insurance will be submitted to the lender.

**Total value:**

Conditions Governing Incoming Loans

In general, when The Ohio State University (the “Borrower”) borrows materials, it intends to arrange for transportation, to provide for insurance coverage during the loan period, and to extend to the borrowed materials the same level of care and protection it would for its own collections.

1. The Borrower will provide appropriate security and protection from damage or deterioration from any external cause while the object is in transit, in storage, and on exhibition.
2. Borrowed materials will not be altered or repaired in any way without written permission from the lender.
3. Evidence of damage or loss to the materials will be reported immediately to the lender.
4. The Lender hereby warrants that he/she is the sole legal owner of the Loan listed on the face of this agreement and/or has the full right and authority to enter into this agreement and to grant the rights herein granted, free and clear of any liens, claims, encumbrances or litigation, and the use of the Loan hereunder will not infringe upon or violate the rights of any person or entity. In the case of an agent acting on the Lender's behalf, the Borrower must be supplied with proof of the agent's authorization.
5. The Borrower will include the credit line specified by the lender in all exhibit-related labels and published materials. At least one copy of all published materials shall be furnished to the lender as a courtesy.
6. The Borrower is responsible for insurance coverage from the shipping date through the return date unless otherwise arranged in writing. The Borrower will insure the materials for the amount specified by the lender in this agreement against all risks of physical loss or damage from any external cause while in transit and on location during the period of the loan. If no amount has been specified by the lender, the Borrower shall insure the material at its own estimated valuation; provided, however, that such estimated valuation shall not be construed to be an appraisal of the material by the borrower for any purpose other than insurance. The Lender, will be an additional insured on the University’s Fine Art policy, during the period of the Loan.
7. The Borrower will pay all packing and transportation costs. The method of shipment must be agreed upon by both parties.
8. Unless the Borrower is notified in writing to the contrary, it is understood that the material lent may be photographed or digitally scanned for the catalogue and for educational, publicity, and archival purposes connected with the exhibition. The material will not be unframed for photography or scanning without the consent of the lender.
9. Copyright of borrowed materials resides with the particular copyright owner(s). The Borrower is responsible for securing appropriate permission before reproducing any loaned work.
10. Materials will be returned to the lender at the address noted on this agreement. If the legal ownership of the materials changes during the period of this loan, whether by reason of death, sale, insolvency, gift or otherwise, the new owner will, prior to its return, be required to establish the legal right to receive the materials by proof satisfactory to the Borrower.
11. The Borrower will return all items packed according to professional standards. Items shipped in special containers will be returned in the same containers. The Borrower is responsible for damage incurred due to improper packing.
12. If the Borrower, after making all reasonable efforts and through no fault of its own, shall be unable to return the materials within sixty days of the termination of the loan period to the lender, then the Borrower shall have the right to place the materials in storage. If, after four years, the material has not been reclaimed, then, and inconsideration for its storage, insurance, and safeguarding during such period, the ownership of the materials shall be automatically transferred, entirely and without restriction, further claim or interest, to the Borrower.
13. This agreement shall apply to all objects lent to the Borrower and cannot be altered, waived, or otherwise affected without the written consent of The Ohio State University.
14. This Agreement shall be governed by the laws of the State of Ohio, without regard to its conflicts of law principles.

I have read the above Loan Agreement and agree to its conditions.

Signed Date

Print Name

Approved for The Ohio State University

Signed Date

Name and Title Michael Papadakis, Senior Vice President for Business & Finance, CFO

Please sign both copies and return them to the borrower. One copy will be returned for the lender's files following OSU Libraries approval.

Photocopy of signed agreement filed with Exhibits Committee Chairperson

Date