

dallas contemporary

161 Glass Street
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United States of America
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dallascontemporary.org

LOAN AGREEMENT

Exhibition	<i>RICHARD PHILLIPS: NEGATION OF THE UNIVERSE</i>
Exhibition dates	11 April - 10 August 2014
Pickup date	10 - 28 March 2014 (Exact pickup or ship date TBD)
Installation begins	7 April 2014
Opening date	11 April 2014
Term of Loan	beginning date: 6 January 2014, ending date: 29 August 2014

LENDER'S INFORMATION

Name of Lender

Street Address

City

State

Zip

Street Address of ARTWORK (if different from the Lender's address)

City

State

Zip

Telephone

Contact

E-mail

OBJECT(s) ON LOAN

Richard Phillips

Name of Artist

Courtesy or Credit

"Below"

1997

Title of Work

Date

Oil on linen

78 x 115 inches

Medium

Dimensions h x w x d + wt (if applicable)

Value for Insurance Purposes

CONDITION OF WORK

Please list any damage or special notes of condition pertaining to your artwork.

COPYRIGHT / REPRODUCTION

Please provide Dallas Contemporary with digital images.

To the Lender's best knowledge, the copyright owner of the work is _____

It is understood that Dallas Contemporary may reproduce the work for publicity, publication & educational purposes & work may be photographed by the general public. Please initial _____

SHIPPING / HANDLING INFORMATION

Please list any special instructions for packing, handling, or installation.

INSURANCE & SIGNATURES

I agree to the insurance conditions & other terms & conditions of this agreement.

Lender's signature	_____	DC signature	_____
Printed name	_____	Printed name	_____
Date	_____	Date	_____

FORM COMPLETION

Please **sign, date** and **return** the completed Loan Agreement to

Erin Cluley, Associate Director of Exhibitions, Dallas Contemporary, 161 Glass Street, Dallas, TX 75207.

Upon request, **a fully executed copy will be returned to your attention.**

Please contact Erin Cluley @ 214.821.2522, if you have any questions. *Thank you.*

TERMS & CONDITION GOVERNING LOANS

- 1 The Lender agrees to lend the work described in this Loan Agreement (The Agreement) to Dallas Contemporary for the exhibition described.
- 2 The Lender may not withdraw the work during the term of the Loan. The work shall remain in the custody of Dallas Contemporary for the duration of the exhibition but may be withdrawn from the exhibition at any time by Dallas Contemporary. During the term of the Loan, Dallas Contemporary will use the same standard of care for the work that it uses for all other works in its possession.
- 3 Dallas Contemporary will insure the work for wall-to-wall coverage under its fine arts policy for 100% of the amount specified by the Lender against all risks of physical loss or damage from any external cause while in transit & on location during the period of this Loan. If no amount is specified by Lender, Dallas Contemporary will insure the work at its own estimated valuation. Dallas Contemporary's fine arts policy contains the usual exclusion for loss or damage due to wear & tear, gradual deterioration, moths, vermin, inherent vice, & for damage sustained due to & resulting from any repairing, restoration or retouching process unless caused by fire &/or explosion. The Lender agrees that, in the event of loss or damage, Lender's recovery shall be limited to such amount, if any, as may be paid by the insurer, & releases & holds Dallas Contemporary, its lessor, the directors, officers, employees & agents harmless.
- 4 All packing & transportation shall be arranged as agreed in writing by Dallas Contemporary & Lender. Any costs & other expenses to be paid by Dallas Contemporary must be agreed to in writing by Dallas Contemporary & lender. If the lent works are to be returned at the Lender's request to any address other than that from which they are collected, the Lender shall pay any additional costs necessitated by such change. Lender agrees to cooperate with Dallas Contemporary to ensure timely transportation of the work to & from the exhibition.
- 5 If Dallas Contemporary is unable to return the work within 60 days after the termination of the exhibition, due to no fault of Dallas Contemporary, then Dallas Contemporary shall have the absolute right to place the work in storage, to charge the Lender for all storage, maintenance & insurance costs, & to have & enforce a lien for such costs. If after one year from termination of the exhibition, the work has not been reclaimed, then & in consideration for its storage, insurance & safeguarding during such period, the work shall be conclusively deemed to be an unrestricted gift to Dallas Contemporary.
- 6 The Lender hereby warrants that he/she has the full right, power & authority to enter into this Agreement.