COMMUNITY & LIBRARY SERVICES
Arts in Irvine

Print Form

ARTWORK LOAN AGREEMENT

Completed applications may be submitted in person, by mail, or electronically. If you have any questions, please contact us at 949-724-6880 and/or artexhibitions@cityofirvine.org.

MAIL: 14321 Yale Avenue
Irvine, CA 92604-1901
EMAIL: artexhibitions@cityofirvine.org

EXHIBITION TITLE			EXHIBITION DATES
LENDER			EXHIBITION LOCATION
ADDRESS*			PHONE*
CITY	STATE	ZIP	EMAIL*

ARTIST:	YEAR MADE: ☐ FOR SALE ☐ NOT FOR SALE
TITLE:	PRICE/INS VALUE:
MEDIA:	CREDIT LINE (LENDER):
	SIZE:
ARTIST:	YEAR MADE: ☐ FOR SALE ☐ NOT FOR SALE
TITLE:	PRICE/INS VALUE:
MEDIA:	CREDIT LINE (LENDER):
	SIZE:
ARTIST:	YEAR MADE: ☐ FOR SALE ☐ NOT FOR SALE
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	SIZE:
ARTIST:	YEAR MADE: ☐ FOR SALE ☐ NOT FOR SALE
TITLE:	PRICE/INS VALUE:
MEDIA:	CREDIT LINE (LENDER):
	SIZE:

FOR OFFICE USE ONLY

PICK-UP/DELIVERY DATE _____ RETURN/PICK-UP DATE _____

LENDER SIGNATURE _____ LENDER SIGNATURE _____

STAFF/SHIPPER SIGNATURE _____ STAFF/SHIPPER SIGNATURE _____

ARTWORK LOAN AGREEMENT

TRANSPORTATION AND PACKING
The lender certifies that the objects are in good condition and will withstand ordinary strains of packing and transportation. Artwork transported by the lender will be at the expense of the lender. Artwork will be returned packed in the same or similar materials as received. Artwork transported by the Arts in Irvine Program will be returned to the pick-up location. Any change in location resulting in additional cost will be borne by the lender. Any object loaned to the Arts in Irvine Program will be returned to the lender within 30 days or upon a reasonable notice after the close of the exhibition. Reasonable notice is considered seven to thirty days. If work cannot be delivered or is not picked up within 30 days through no fault of the Arts in Irvine Program, the work shall be deemed an unrestricted gift to the Arts in Irvine Program.

INSURANCE
Artwork transported by the lender is insured from the time of arrival at the Irvine Fine Arts Center, Great Park Gallery, City Hall and/or any other City of Irvine facility until the time of pick-up by the lender. Artwork transported by the Arts in Irvine Program is insured wall-to-wall. While insurance will be based on the amount indicated on the loan agreement, the Arts in Irvine Program's liability is limited to the fair market value, which must be demonstrated by the lender. The lender agrees that, in the event of loss or damage, recovery shall be limited to such amount, if any, as may be paid by the insurer, hereby releasing the Arts in Irvine Program and its employees from liability for any and all claims arising out of such loss or damage. In the event of partial loss or damage, the Arts in Irvine Program's liability shall be limited to the cost of repair or restoration or any resulting loss in fair market value.

INSTALLATION
Trained preparators will place, install, light, and provide signage for the artwork. Artists may choose to or be asked to assist in the event of unusual or complex installations. Supplies, equipment, or props not part of the Arts in Irvine Program's regular inventory must be supplied by the artist.

LIABILITY WAIVER
Artists, lenders, and other individuals who enter into this agreement (and their employees, agents or contractors) agree to release, indemnify, defend and hold harmless the City of Irvine and its officers, clients, agents, and employees from and against any and all liabilities, claims, penalties, losses, or expenses incurred (including attorney's fees), of any kind or nature whatsoever, whether related to bodily injury, property damage, or any other form of injury or loss whether or not caused by any negligent act or omission of the City of Irvine or its officers, clients, agents, or employees, arising out of or in any way related to participation in activities related to this agreement.

SECURITY
The Irvine Fine Arts Center maintains a motion sensor detection security system throughout all exhibitions areas. There is no video surveillance at the Fine Arts Center. The Great Park Gallery maintains a security system and video surveillance. City Hall has minimal video surveillance. There is never dedicated standing security to any of the City's exhibition spaces.

DAMAGE
Objects will be visually inspected upon receipt and any noticeable damage will be documented on the shipping receipt. Evidence of damage to objects while in the Arts in Irvine Program's custody will be reported immediately to the lender.

PUBLICITY
The Arts in Irvine Program assumes the right to photograph and reproduce photographs of the loan for educational and publicity purposes and for use in any printed material produced related to the exhibition.

WITHDRAWALS
Artwork cannot be withdrawn from an exhibition by the lender at any time during its exhibition.

SALES
In the event of a sale, the Arts in Irvine Program requires the return of a 25% commission. Commission received by the artist from gallery sales will be considered taxable income by the City of Irvine and all income tax laws apply. W-9 form is required for payment.

AGREEMENT
The lender acknowledges that she/he has the full power to make this loan and has read the conditions above and agrees to abide by said conditions. Any arrangements other than the above must be agreed to in writing at the time of the contract performance.

OTHER PROVISIONS

I CERTIFY I HAVE READ AND UNDERSTAND THE LOAN AGREEMENT, LIABILITY WAIVER AS IT APPLIES AND COMPLY WITH THE CONDITIONS STATED THEREIN.

SIGNATURE

DATE