

5005 East Camelback Road | Phoenix, AZ 85018

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE 1: _____ PHONE 2: _____

EMAIL: _____

I have read and agree to the conditions as stated on the reverse side of this Loan Agreement:

Signature: _____ Date: _____

Received by (Shemer Staff Member): _____ Date: _____

I hereby certify that the below loaned objects have been returned in acceptable condition:

Signature: _____ Date: _____

No.	Title	Media	Condition	Sale Price
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Staff Use Only	No: _____	Flaw Desc: _____
	No: _____	Flaw Desc: _____

Conditions for Incoming Loans

I. Insurance

The Shemer Art Center will insure borrowed artworks for the insurance value as stated against any and all perils insured by the Shemer applicable property insurance coverage or under its self-insured liability program. In the event that borrowed objects suffer damage while in the possession of the Shemer Art Center, the borrower, **at its sole option**, shall either repair the damaged item or compensate the lender for the fair market value of the said item. In the case of loss, the lender will be required to provide proof of value via bill of sale of like work, or appraisal.

Care and Handling of Borrowed Artworks

- A.** The lender certifies that the condition of the loaned object(s) as stated is accurate, and that the object(s) will withstand the ordinary strains of packing, handling, and transportation. Loaned objects will receive identical care provided to objects belonging to the Shemer Art Center and Museum.
- B.** Evidence of damage at the time of receipt or while in the custody of the Shemer Art Center and Museum will be reported immediately and in detail to the lender. No alteration or repair of loaned artworks will be initiated or undertaken without written authorization of the lender.
- C.** All loaned objects will be returned accompanied by the original shipping materials, unless otherwise specified by the lender. If the original packing materials are deemed to be unsuitable by the Shemer Art Center and Museum, similar materials will be made available.

II. Sales

- A.** The lender will establish prices on works of art on display through the duration of the exhibition or loan period. The Shemer will handle all sales and receive a 25% commission to benefit the Art Center. No works on loan to the Shemer may be withdrawn or recalled by the lender or any other person(s) for the duration of the loan period stated.
- B.** The Shemer Arts Center will reimburse the artist for all sales minus the 25% commission due to the Center at the end of the exhibition.

III. Copyright

The Shemer Art Center and Museum cannot guarantee that the lender's work(s) will be adequately protected under the copyright law, unless the lender has already taken the initial steps to copyright the work(s).

IV. Return of Loaned Objects

- A.** Upon expiration of loan period, the borrowed object(s) will be released to the lender or duly authorized agent or representative.
- B.** If the Shemer Art Center and Museum is unable to contact the lender, and no special arrangements have been made for the return of the loaned object(s), the object(s) will be stored at the lender's risk and expense.
- C.** The lender bears the responsibility to inform the Shemer Art Center and Museum of any change of address or phone number of the lender.
- D.** If, after a period of seven years beyond the expiration of the loan period, the loaned object(s) are unclaimed, the disposition of the loan will be handled in accordance with Arizona State Law Title 44, Chapter 3.1.

V. Extension of the Loan Period

Arrangements for an extension of the loan period must be made in writing at least 15 days prior to the expiration of the loan period.