



**ART ON CAMPUS PROGRAM**  
**Loan Agreement - Incoming**

Lender \_\_\_\_\_

(Please print)

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Beginning date of Loan \_\_\_\_\_

Ending date of Loan \_\_\_\_\_

<b>Title</b>	<b>Size</b>	<b>Medium</b>	<b>Condition</b>	<b>Value</b>
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Credit sheet shall read \_\_\_\_\_

The loan of the above object(s) is hereby agreed under the terms of "Conditions Governing Loans to SFCC FOUNDATION" and the Lender acknowledges full power to make this loan.

\_\_\_\_\_  
Lender's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Art on Campus

\_\_\_\_\_  
Date

## **Conditions Governing Loans to SFCC FOUNDATION**

**CARE AND PRESERVATION:** SFCC FOUNDATION will exercise the same care with respect to loan objects as it does in the care and safekeeping of comparable property of its own. Any loss or change in the condition of the loan objects will be reported immediately to the Lender. No alteration, restoration or repair to loan objects will be undertaken without the Lender's permission. If a written condition report is not supplied by the Lender, it will be assumed that the loan objects are received in the same condition as when leaving the Lender's custody. SFCC FOUNDATION will make a condition report, and this report will serve as the original record of condition.

The Lender certifies that the loan objects will withstand the ordinary strains of packing, handling, transport and installation.

**LIABILITY:** SFCC FOUNDATION shall provide standard "all risk" insurance for the loan objects from the time the loan objects are delivered to the SFCC FOUNDATION campus. However, SFCC FOUNDATION will not be liable for damage beyond its control, such as improper packing or gradual inherent deterioration. SFCC FOUNDATION does not provide insurance for objects in transit. Insurance will be provided in the amount specified by the Lender on the face of the Loan Agreement, which must reflect fair market value; if the amount exceeds five thousand dollars (\$5,000), the Lender must provide an independent appraisal. The amount payable by this insurance is the sole recovery available to the lender in the event of loss or damage. With respect to an object which has been industrially fabricated and can be replaced to the artist's specifications, the liability shall be limited to the cost of such replacement.

If the Lender waives insurance or elects to maintain their own insurance, this shall constitute an agreement with the Lender to release and hold harmless SFCC FOUNDATION from any liability for damage to or loss of the loan objects, including subrogation against SFCC FOUNDATION or its employees by the Lender's insurance company.

SFCC FOUNDATION does not assign valuations or make appraisals for loan objects. Attributions, dates and other information shown on the loan agreement are promised by the Lender. Any valuations shown are those provided by the Lender are not considered as appraisals by SFCC FOUNDATION.

**LOAN DURATION, RETURN, EXTENSION AND CANCELLATION:** Unless otherwise agreed, all loans will be for at least 1 year. Loans shall be recovered by the owner or his or her duly authorized agent or representative by the ending date of the loan as stated on the face of the loan agreement. If an extension is agreed upon by the Lender and recipient organization, it must be documented in writing and attached hereto. If SFCC FOUNDATION after making reasonable efforts and through no fault of its own is unable to return the loan objects within 60 days after the termination date of the loan, then SFCC FOUNDATION shall have the absolute right to place the loan objects in storage, to charge regular storage fees and the cost of insurance and to have and enforce a lien for such fees and cost. If, after three (3) years, the loan objects shall not have been claimed, then and in consideration for its storage, insurance and safeguarding during such period, the loan objects and all rights, titles and interest of said objects shall be deemed an unrestricted gift to SFCC FOUNDATION.

**PHOTOGRAPHY:** Unless SFCC FOUNDATION is notified in writing to the contrary, it is understood that loan objects may be photographed and reproduced for record, education, publicity or catalog purposes connected with the stated purpose of the loan.

**OTHER CONDITIONS:** Loan objects shall remain on SFCC FOUNDATION premises for the duration of the loan period, unless otherwise agreed to in writing. If the legal ownership of the loan objects changes during the period of the loan, the owner shall be required to establish legal right to the loan objects by proof satisfactory to SFCC FOUNDATION. In the event of any conflict between this agreement and any forms held by the Lender, the terms of this agreement shall be controlling.

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Initial by Lender indicating these conditions have been read