

# Sample Loan Contract / Agreement Language

## General

The Lender will provide the Borrower with [insert provided equipment and components, e.g. a flash drive containing a digital file to be used for the exhibition of the artwork] as well as detailed installation instructions and checksum values for digital files.

Within one month of the opening of the exhibition, the Borrower agrees to provide the Lender with publication-quality images of the artwork as installed.

The Borrower agrees to not reveal the technology behind the artwork or artwork software, the equipment or materials used, or how the artwork operates. All documents, emails between Borrower and Lender, and manuals are strictly confidential and the Borrower will not disseminate or share any documents or information about the artwork with other entities without prior knowledge and written permission from the Lender.

After the conclusion of the exhibition, the Borrower is required to delete all existing copies of the video file, including those on the Borrower's hard drives, servers, and/or display equipment. The Borrower is then required to return the Deletion Confirmation Receipt attesting to this deletion. The Borrower agrees to either return [equipment, e.g. flash drives, SD cards, or brightsign players provided by the Lender] or to pay a replacement fee of \$[amount] if not returned within 30 days of the close of the exhibition.

The Borrower confirms that the work(s) of art will not be copied, migrated to a different media or format, duplicated or reproduced, for any reason other than for exhibition purposes. The Borrower agrees not to disseminate or share any portion of the artwork in any form, including clips or lower-quality versions of the artwork, for reasons not previously agreed upon by the Lender and the Borrower.

## Installation Requirements

The Borrower will need [insert equipment list]. The Borrower is responsible for sourcing this equipment and for any fees associated with purchasing or renting equipment to display this artwork.

Per the artist, the video must be displayed [insert display requirements/specifications].

Should the artist be dissatisfied with the installation of the artwork for any reason, creative or otherwise, Borrower agrees to fix/alter the installation at the direction of the artist or the Lender's on behalf of the artist, to the artist's desired specifications.

Borrower may not make any changes to these display requirements without prior approval from the artist.

The Borrower must provide Lender with floor plans at least 4 weeks prior to the opening of the exhibition for approval.

Detailed installation instructions will be provided to the Borrower once the signed [agreement/contract] is returned to [institution], and the loan is approved by [board of trustees or other administration required for approval].

## **Environmental Requirements**

The Artwork requires specific site conditions to function properly, and are dependent on the consistency of temperature and humidity. The Borrower agrees to maintain the below in the exhibition space for the duration of the show:

- Temperature:
- Humidity:
- Air Pressure:

Should the environment conditions not be met, or fluctuations in temperature, humidity, or air pressure occur, then this may result in interruptions in the performance of the Artwork. The Borrower agrees to assume the risk and will not hold the artist or Lender responsible for any interruptions in performance.

The Lender and artist reserve the right to power down and turn off the Artwork until the environment conditions have been met or have resumed within the acceptable parameters detailed above.

## **Insurance and Liability**

All equipment loaned to Borrower must be returned to Lender in working order. Should any such components be lost or damaged in part or whole at any time or returned in non-working order, the Borrower will reimburse the Lender at the full replacement cost. The equipment costs provided on the agreement are estimates only, as equipment costs may fluctuate in price and the actual replacement cost will be decided at the time of loss or damage. All costs related to the replacement equipment, including shipping, will be the responsibility of the Borrower.

It is understood that the artwork is intended by the artist to be an interactive experience for viewers. The Lender is not liable for any damage or loss associated with the installation of the artwork or injuries that may be sustained by the Borrower's staff, independent contractors or exhibition visitors who choose to partake in the interactive experience of viewing the artwork.

## **Couriers**

A courier [and/or installation technician(s)] is required to observe and document this installation. The courier will need to be present during the installation period (typically 1-2 days). If the artist or artist's

studio/representative will be involved with the installation, the courier should be scheduled during that time. No deinstallation courier is required.

Lender reserves the right to determine at any time prior or during the loan period that a courier, Lender's staff, artist and/or artist studio technician(s) accompaniment is required to supervise the unpacking/packing, condition reports, installation/de-installation of the Artwork. Borrower will be responsible for all travel costs incurred for the trips.

In the event that the Artwork(s) is not working or has been damaged under the Borrower's responsibility and it is not possible to resolve the issue remotely and onsite maintenance is required, the Borrower will bear the cost of travel, accommodation and fee for the artist or artist chosen representative to maintain the piece in person which will be charged at cost.

### **Deletion Confirmation Receipt**

Please print, sign, and return a copy of this receipt to [Lender] within one week of the closing of your exhibition. By signing this receipt the Borrower confirms that all copies of the above listed artwork have been deleted from all Borrower servers, drives, and storage devices, and the Borrower no longer holds possession of the work in any form, physical or digital.

The Borrower confirms that the works of art will not be copied, migrated to a different media or format, duplicated or reproduced, disseminated or shared, kept on file or further loaned in any form, physical or digital, even for archival purposes. Upon completion of the loan as defined by the above agreed upon dates, the Borrower acknowledges that the digital file, and all extant copies, was deleted from their records and no longer hold possession of the work in any form, physical or digital. The Borrower further agrees to not allow (a) any of its employees, agents, or representatives, or (b) any third party to copy the referenced work(s) of art.