



**AGREEMENT FOR INCOMING LOAN**  
**Florida Artists Group (FLAG)**

**SECTION I:**

The undersigned "Lender" hereby agrees to lend to the Leepa-Rattner Museum of Art, St. Petersburg College (LRMA/SPC), the object(s) described herein for the purposes and subject to the terms and conditions set forth as defined in **Section II, General Conditions Governing Loans.**

**LENDER:**  
**AREA #:**  
**ADDRESS:**  
**TELEPHONE:**  
**EMAIL:**

(Unless otherwise instructed object(s) will be shipped from and to this address)

**CONTACT NAME:**

WORK ON LOAN: *Please attach list (name, title, date, medium, dimensions, value).*

**EXHIBITION:** *65<sup>th</sup> Annual Exhibition of the Florida Artist Group (FLAG)*

**LOAN PERIOD FROM:** February 16 – May 7, 2015

**EXHIBITION DATES:** March 1 – May 3, 2015

**INSURANCE VALUE:**

**INSURANCE VALUE IN U.S. CURRENCY (*On Site Only*):**

     x      TO BE CARRIED BY LRMA/SPC

           TO BE CARRIED BY LENDER

**SHIPPING/PACKING:** *To be provided by the artist at their expense, including insurance during transport, or delivered to the Museum through a designated and previously arranged FLAG representative.*

**HANGING:** May we secure hanging devices onto your frame? Yes      No     

**CREDIT LINE:** *On loan from the artist.*

**CONTACT FOR LRMA/SPC:** Amanda Robinson, Museum Collections Manager,  
[robinson.amanda@spcollege.edu](mailto:robinson.amanda@spcollege.edu), 727-712-5200

**SECTION II:  
GENERAL CONDITIONS GOVERNING LOANS BY THE LEEPA-RATTNER MUSEUM OF ART, ST.  
PETERSBURG COLLEGE [LRMA/SPC]:**

**1. CARE, PRESERVATION & EXHIBITION**

LRMA will give to the object lent the same care as it does to comparable property of its own. Objects will be protected from fire, theft, mishandling, dirt and insects, and extremes of light, temperature and humidity while in LRMA's custody, subject to the limitations stated under **INSURANCE**. It is understood by the Lender and LRMA that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible.

Evidence of damage not described in Lender's condition report at the time of receipt or while in LRMA's custody will be reported immediately to the Lender. It is understood that objects which in the opinion of LRMA show evidence of infestation may be fumigated at the discretion of LRMA.

The Lender will be requested to provide written authorization for any alteration, restoration or repair. LRMA for its own purposes may examine objects by all modern scientific methods.

The Museum retains the right to determine when, if, and for how long objects borrowed will be exhibited.

**2. TRANSPORTATION & PACKING**

The Lender certifies that the object lent is in such condition as to withstand ordinary strains of packing and transportation and handling. A written report of the condition of objects prior to shipment must be sent by the Lender to LRMA. Otherwise, it will be assumed that objects are received in the same condition as when leaving the Lender's possession. Upon arrival to LRMA, the shipper/Lender will receive an **Incoming Receipt** for their loan. Condition reports will be made at LRMA upon arrival and departure.

Costs of transportation, travel insurance (optional) and packing to and from the Museum will be borne by the Lender. If the object is to be returned at Lender's request (without prior written agreement). The Lender will assure that the object is adequately and securely packed for shipment, including any special instructions for unpacking and repacking. The object will be returned packed in the same or similar materials as received unless otherwise authorized by the Lender.

**3. INSURANCE**

The object will be insured for the amount specified herein by the Leepa-Rattner Museum of Art under its "all-risk" on-site policy subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin or inherent vice; repairing, restoration or retouching process; hostile or warlike action, insurrection, rebellion, etc.; nuclear reaction, nuclear radiation, or radioactive contamination.

This loan agreement shall act as a Certificate of Insurance naming the Lender as an additional insured by LRMA/SPC.

Insurance will be placed in the amount specified by the Lender herein which must reflect fair market value. If the object shall have been industrially fabricated and can be replaced to the artist's specification, the amount of such insurance shall be limited to the cost of such replacement. If the Lender fails to indicate an amount, LRMA, with the implied concurrence of the Lender, will set a value for purposes of insurance for the period of the loan. Said value is not to be considered an appraisal. The amount payable by this insurance is the sole recovery available to the Lender in the event of loss or damage.

If the Lender would prefer to keep their own insurance for the timeframe of the above noted loan, please contact the LRMA Collections Manager to secure such arrangements.

#### **4. REPRODUCTION AND CREDIT**

Unless otherwise notified in writing by the Lender, LRMA may photograph, telecast, or reproduce the object lent for educational, catalogue and publicity purposes.

It is understood that an object on exhibition may not be photographed by the general public through any means or forms possible.

Unless otherwise instructed in writing, LRMA will give credit to the Lender as specified in **Section I** of this Agreement in any publications.

Whether individual labels are provided for objects on exhibition is at the discretion of LRMA.

#### **5. CHANGE IN OWNERSHIP AND/OR ADDRESS**

It is the responsibility of the Lender or his or her agent to notify LRMA promptly in writing if there is a change in ownership of the object lent (whether through *inter vivos* transfer or death) or if there is a change in the identity or address of the Lender. LRMA assumes no responsibility to search for a Lender (or owner) who cannot be reached at the address of record.

#### **6. RETURN OF LOANS**

Unless otherwise agreed in writing, a loan terminates on the date specified in **Section I** of this Agreement. If no date is specified, the loan shall be for a reasonable period of time, but in no event is to exceed two years. Upon termination of a loan, the Lender is on notice that a return must be affected.

The object lent will be returned only to the Lender of record. In case of uncertainty, a claimant will be required to establish legal authority by proof satisfactory to LRMA.

When the object lent is returned, LRMA will issue the Lender an **Outgoing Receipt** form. If this form is not signed and returned within thirty days after mailing, LRMA will not be responsible for any damage or loss.

If LRMA's efforts to return the object lent within a reasonable period following the termination of the loan are unsuccessful then the object will be maintained at the Lender's risk and expense for a maximum of five years. If after five years the object has not been claimed, then and in consideration for maintenance and safeguarding, the Lender/owner

shall be deemed to have made the object lent an unrestricted gift to the Leepa-Rattner Museum of Art (FS 265.565).

**7. APPLICABLE LAW**

This agreement shall be construed in accordance with the laws of Florida.

**PLEASE SIGN AND DATE:** I have read and agree to the conditions above and certify that I have full authority to enter into this Agreement.

**Signed and Agreed to:**

**For the Leepa-Rattner Museum of Art, St. Petersburg College**

By \_\_\_\_\_

Title: Director

Date \_\_\_\_\_

**Lender**

By \_\_\_\_\_

Title: Museum Collections Manager

Date \_\_\_\_\_

By \_\_\_\_\_

Title: Lender/Artist

Date \_\_\_\_\_