## LOAN AGREEMENT TEMPLATE

## CONDITIONS GOVERNING OUTGOING LOANS

## Application Period

This period is to have been agreed beforehand. Confirmation of pre-loan discussion is a condition and part of the application for the loan. Items in brackets in the grey area of the form, such as (name and address) provide instructions and completion is mandatory. After completion, the items in the grey area may be deleted.

*See* [*Installation Documentation Guidelines*](http://www.tate.org.uk/research/tateresearch/majorprojects/mediamatters/resource_installation.doc)and[*Facilities Report Guidelines*](http://www.tate.org.uk/research/tateresearch/majorprojects/mediamatters/resource_facilitiesrep_add.doc)*.* Each institution should agree this period of time. As a guideline, larger institutions require a period of between six and twelve months.

|  |
| --- |
| Lending Institution [‘Lending Institution’] |
|  | *(name and address)* |
|  |
| **Borrowing Institution** [**‘Borrower’]**,  |
|  | *(name and address)* |
|  |
| **Exhibition***:* |
|  | *(title)* |
|  |
| **Venue(s) / Date(s)**  |
|  | *(name(s) and address(es)*: |
|  |
| **Loaned Work** Work(s) requested for loan  |
|  | *(full description for caption including credit line and approved venues for each loaned work)*: |
| Artist, Title, Medium, Date, Accession Number, Dimensions: |
|  |  |
| Full Component Inventory:  |
|  |  |
| Components Lending Institution will supply [‘Loaned Work’]:  |
|  |  |
| Components Borrower will need to supply  |
|   | *(based on specifications as supplied by Lending Institution*): |
|  |
| Insurance ValuationThe insurance valuation is based on a distinction between value of art and value of equipment or components lent. |
|  |  |
| Types of insurance: |
|   |  |
| Insurance for non-replaceable: |
|  | *(value)* |
| Insurance for replaceable:  |
|  | *(value*) |
| Courier Requirement: |
|  | *(yes/no):* |
| If yes, specify type of courier required, for example, conservator, curator, registrar, audio-visual technician, who will either– supervise*:* |
|  | *(yes/no)* |
| – or actively install: |
|  | *(yes/no)* |

## GENERAL CONDITIONS

Borrower agrees to the conditions described in this loan agreement (‘Loan Agreement’) and any additional conditions or requirements provided to Borrower by Lending Institution in writing. If Borrower’s own loan agreement forms differ from the Loan Agreement, the Loan Agreement will control.

Where Lending Institution approves the travel of loans to more than one venue, Borrower will bear responsibility for Loaned Work throughout the entire period of the loan. Borrower must ensure that all participating institutions are advised of and meet the conditions stated in the Loan Agreement and any additional conditions or requirements provided to Borrower in writing.

Borrower must request any change in the schedule, venue(s) or other conditions of the Loan Agreement in advance and in writing.

If granted, approval by Lending Institution will be confirmed in writing. Loaned Work must be placed on display; no work can be stored, even temporarily, without Lending Institution’s approval.

## Care, Handling and Installation of Loaned Works

Borrower must install work as per installation instructions provided by Lending Institution. This mode of installation may not be altered in any way whatever except with Lending Institution’s prior written permission. Authorised variations to installation should be recorded and documentation (diagrams, photo documentation, etc) must be provided by Borrower to Lending Institution.

At all times, Borrower will take care to prevent loss or damage to Loaned Work. Loaned Work shall remain in the condition in which it is received. It shall not be conserved, cleaned, repaired, retouched, framed, unframed or removed from mats, mounts or bases, rewired, duplicated, migrated to a new medium or altered in any way whatever except with Lending Institution’s prior written permission.

Hanging hardware, brackets, cables and plugs may not be replaced or removed, and Loaned Work may not be subjected to technical examination of any type, unless Borrower has obtained Lending Institution’s prior written permission.

Borrower will comply with any additional stipulations provided by Lending Institution, including vitrines, pedestals, security plates, stanchions, soundproofing, and screen size. For certain Loaned Works, a specific maintenance schedule and specialised staff may be required as outlined by the individual installation instructions.

## Condition Reports

Lending Institution will send a condition report with Loaned Work. A suitable examination space including examination light and magnification should be available for condition checking. The condition report must be annotated by Borrower (and a Lending Institution representative, if present) upon receipt and inspection of Loaned Work and prior to Loaned Work’s repacking. Borrower must immediately notify Lending Institution of any changes in condition noted prior to repacking or upon unpacking at a venue. Borrower shall include the condition report with Loaned Work when it is returned to Lending Institution or forwarded to the next venue. The procedure for condition reporting noted in this provision shall be repeated by Borrower at each venue.

## Facilities and Security

All loans are subject to Lending Institution’s prior review of a facility report from Borrower and from any additional venues. Copies of facility reports must be provided before loans can be granted.

Borrower will maintain constant and adequate protection of Loaned Work from the hazards of fire, theft, exposure to extreme or deteriorating light, extremes of temperature and relative humidity, insects, dirt, handling by unauthoriSed or inexperienced persons, or touching by the public. While on view Loaned Work must be visible to a guard at all times. Fire detection/prevention, temperature/humidity control, and security systems must operate on a 24-hour-per day, 7-day-per week basis. Loaned Work shall only be unpacked/repacked, temporarily stored and installed in areas where temperature is maintained at a relative constant of 68-72 degrees Fahrenheit/20-22 degrees Celsius, and humidity levels are maintained at 50%, plus or minus 5%. Lending Institution must be notified immediately of any fluctuations in temperature or humidity greater than those specified above.

No Loaned Work shall be permitted to come into direct contact with or close proximity to heating, cooling, humidification, or ventilation outlets. Smoking, eating and drinking is strictly forbidden in galleries, storage or receiving/holding areas where Loaned Work is located.

Loaned Work shall not be exposed to sunlight, strong incandescent or halogen light, or fluorescent light (unless fluorescent fixtures have been fitted with ultra-violet resistant filters). All sources of direct daylight or strong artificial light in galleries where Loaned Work is installed shall be covered. Unless otherwise noted, the level of illumination may not exceed the following:

**Paintings:** 15–20 footcandles/150-200 lux

**Sculpture:** 15–20 footcandles/150-200 lux – see light sensitive materials for additional requirements

**Graphics:** 5-10 footcandles/50-100 lux

a.) 7-10 footcandles /100 lux black and white prints and drawings

b.) 5 footcandles/50 lux drawings with colour, watercolours, pastels, colour or hand-coloured prints

**Photographs:** 5-8 foot candles/50-80 lux

a.) 5 footcandles/50 lux cased images, albumen, cyanotypes, platinum prints, colour or hand-coloured photographs

b.) 8 footcandles/80 lux well-processed black and white gelatin silver photographs

**Furniture:** 15 footcandles/150 lux

**Light sensitive materials:**

3-5 footcandles/30-50 lux – textiles, ivories, lacquer, furniture objects with leather, paper, plastics, stains, dyes, salt paper photographs, coloured papers, felt-tip markers

**Film and Media:**

There will be specific lighting instructions for each work. *See specific installation instructions.*

Upon request, Borrower will provide a light meter so that a Lending Institution courier may measure and approve the above light levels.

## Shipping and Transportation

Borrower must consult with and obtain advance approval from Lending Institution before finalising any transport arrangements.

All packing, transportation and customs formalities arranged by Borrower, including movements of Loaned Work between venues, must be approved by Lending Institution at least four weeks in advance of shipping. Lending Institution reserves the right to require Borrower to accompany and supervise the loan at all installations, de-installations and between venues. Any temporary storage between venues is not permitted without specific advance consent. Loaned Work shall be returned directly to Lending Institution from the last venue, unless Lending Institution approves other arrangements. Lending Institution reserves the right to designate alternative dispersal locations.

Borrower must select a transport company approved by Lending Institution. Lending Institution reserves the right to request a transport company/agent other than the one selected by Borrower. Unless other arrangements have been approved by Lending Institution the following specifics should be observed: Fine art vehicle with climate control, air-ride suspension, dual drivers and lift-gate/tail-gate must be used and Loaned Work must never be left unattended; Transportation must be arranged as last-on and first-off for the assembly and dispersal, or via an exclusive fine art vehicle. In the case of Loaned Work travelling by air, there must be complete airport supervision both at the time of departure and arrival (and at the connecting airport if the flight is not direct). Loaned Work must travel on a separate exclusive airway bill. Lending Institution will specify shipment groupings where more than one shipment is required. Shipment configurations may not be altered without the advance approval of Lending Institution. Twenty-four

hour acclimatisation, which includes keeping Loaned Work in original packing, must occur for all international shipments unless otherwise agreed.

With regard to time-based media, there may be cases where the Loaned Work does not require the level of safeguarding measures with regard to transport and handling as detailed above. In such instances, the Lending Institution will provide modified but specific instructions to the Borrower in reference to the particular time-based media work of art and its shipping requirements.

## Packing, Unpacking and Handling

Only qualified members (such qualified staff might include trained art handlers, specialist audio visual technicians, conservators, etc.) of Borrower's staff may unpack, repack and handle Loaned Work. Commercial firms, if used, must be approved in advance by Lending Institution and must be supervised at all times by Borrower's staff. Borrower will retain the original crating and packing materials and will repack Loaned Work with the same materials and in the same way that Loaned Work was received.

## Couriers

Lending Institution reserves the right to determine at any time prior or during the loan period that courier accompaniment is required and to designate a courier. Borrower will be responsible for all costs incurred for the trips. It may be necessary for Lending Institution couriers to stay longer than the prescribed minimum. If this is the case, Borrower must provide the additional days per diem and hotel expenses.

## Commercial Insurance, Indemnity and Immunity

Loaned Work will be insured at Borrower’s expense, and the policy must be approved by Lending Institution.

All loans must be insured prior to shipment.

## Damage, Loss, Theft

In the event that Loaned Work or the associated equipment fails, is damaged, lost or stolen, or changes in condition in any way, whether in transit or while on exhibition, Borrower must immediately notify Lending Institution by phone, followed by a written report of the circumstances, including photographs. All packing materials, etc. must be saved for Lending Institution’s review. In the event of an emergency, Borrower must take all steps to prevent any additional damage to Loaned Work. No repairs or conservation work shall be made of Loaned Work without Lending Institution’s prior written consent.

## Loan Costs

Borrower shall be responsible for all expenses of the loan, whether incurred by Lending Institution or by Borrower. At Lending Institution’s discretion, contracted service provider(s) may bill Borrower directly for certain loan expenses, such as, but not limited to, packing, shipping and customs formalities, equipment servicing/maintenance and staff administration costs. Lending Institution will bill Borrower for any necessary framing, matting, glazing, duplication and migration of media, insurance premiums (where relevant) and other related expenses. If Borrower cancels the loan, any expenses already incurred will be billed to Borrower. Lending Institution reserves the right to withhold shipment pending the payment in full of any outstanding sums due to Lending Institution.

Some institutions may charge a loan administration fee. In addition, a depreciation fee may be invoked for replaceable components associated with the Loan Work.

Should any such components be lost or damaged in part or whole at any time, Borrower will reimburse to Lending Institution the full replacement cost.

## Rights, Reproductions, Catalogues and Credit Lines

Loaned Work may be photographed or filmed only for internal use, as part of an installation view to record the specific installation and exhibition. Lending Institution reserves the right to request a copy. Unless requested by Lending Institution, Loaned Work may not be photographed individually, nor may any close-ups or details be photographed. Photographs of Loaned Work for catalogue purposes and normal publicity must be obtained from Lending Institution. Borrower will be responsible for obtaining any necessary third-party permissions or consents. Borrower may not use the photographs to create products, commercial goods or for any other purpose unless it obtains Lending Institution’s prior written permission.

In cases where no photographs of Loaned Work exist, Borrower, at its own expense, may be able to arrange through Lending Institution to have Loaned Work photographed prior to the loan being shipped from Lending Institution.

Information about Loaned Work for use on wall labels, in catalogues, for publicity and any other purpose must conform to the catalogue data, including the full credit line as furnished by Lending Institution. Complimentary copies of any catalogue, brochure or checklist should be sent to Lending Institution.

## Recall

Lending Institution reserves the right to recall the loan if the conditions are not met.

**AGREED TO AND ACCEPTED:**

*Please sign and return to Lending Institution.*

**Borrower**

By, Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Lending Institution**

By, Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_