

LOAN AGREEMENT (Griffin Museum of Photography- GMP as Borrower)

Artist Name	FIRST LAST STREET, STREET2 CITY STATE ZIP AREACODE PHONE EMAIL WEBSITE	
"Borrower" or "Griffin Museum of Photography"	Griffin Museum of Photography 67 Shore Road, Winchester, MA 01890 Attn: Iaritza Menjivar (781) 729-1158 or iaritza@griffinmuseum.org	
"Property" to be borrowed by Griffin Museum of Photography (GMP)		
Count	Description	Insurance Value
(1)	FIRST LAST TITLE, Creation YEAR DESCRIPTION MEDIUM HEIGHT X WIDTH Sale price and replacement cost	\$ Value
Purpose of Loan	Winter Solstice Members' Exhibition	
Exhibition Schedule	Exhibition Dates December 6 – December 31, 2018	
*Loan Period (estimate)	Date of arrival to museum through date of departure Pickup/Return Dates Immediately after show closes. Must include return label if shipping.	
*Actual Loan Period shall be from the time the Property arrives the museum premises until the time Property is returned.		

— TERMS AND CONDITIONS —

Griffin Museum of Photography appreciates the support and trust that Lender is extending to GMP through the loan of Property described above. In order to allow the loan to take place, Lender and GMP hereby agree as follows:

1. Length of Loan; Location:

The length of the loan shall be as described above; the actual Loan Period may change depending on the shipping arrangements. Except when in transit and except in the case of "Traveling Exhibitions" described in Section 8 below, the Property shall be located at GMP's premises during the entire length of the loan.

2. Care of the Property

GMP will exercise the same care with respect to the Property as it does in the safekeeping of comparable property of its own. GMP will not restore or alter the Property without the consent of the Lender. GMP will be responsible for the care of the Property for the entire duration of the loan, including arrival and until the Property is returned to the Lender.

3. Loss or Damage; Insurance

GMP (Griffin Museum of Photography) is responsible for damage after the artwork arrives to our facility and undergoes an inspection. The insurance policy of GMP is subject to the usual exclusions for loss or damage due to such causes as gradual deterioration, inherent instability, nuclear war/radiation, etc. **GMP is NOT responsible for images mounted to metal or any substrate without glass/plexi protection.**

4. Shipment of Property

The lender will deliver and pick up the artwork to the museum. When returning the Property, GMP shall pack and ship it in the same manner and with the same care as it would ship comparable property of its own. **Artist is responsible for all shipping costs and supplying GMP with proper shipping materials to provide for safe transport.**

5. Copyright; Reproductions

 x Lender holds the copyright to all of the Property, and grants GMP its permission to photograph or reproduce the Property for the publicity of the specified exhibition(s) and related educational and cataloguing purposes, including the right to display it on GMP's website and or marketing materials, such as social media and banners.

___ Lender does not hold the rights to grant such permission, and it is GMP's responsibility to obtain legally required permissions and pay any fees required under copyright held in the Property.

___ Lender holds the copyright to the items indicated on the attached Loan Checklist of the Property, and grants GMP its permission to reproduce such items for the publicity of the specified exhibition(s) and related educational and cataloguing purposes, including the right to display it on GMP's website. However, it is GMP's responsibility to obtain legally required permissions and pay any fees required under copyright held in the remaining items of the Property.

Regardless of the ownership of copyright for the Property, GMP must obtain the written permission of the Lender before GMP permits any third party to obtain or use photographic or other reproductions of the Property except in the case of 1) the educational use of copies of GMP catalogues or other or publications and advertising which contain such reproductions, or 2) the use of such reproductions by the public media for exhibition publicity purposes.

6. Exhibition; Credits

Lender grants GMP permission to exhibit the Property at GMP or to include it in a traveling exhibition organized by GMP. The Property will be shown in a dignified and suitable manner at all times. The public shall be admitted to see the Property without any restriction involving race, ethnicity, religion, nationality or gender, and with reasonable accessibility to the physically challenged or as otherwise required by law. GMP promises to indicate the ownership of the Property by accompanying each item or image of the Property with the credit line "Courtesy of [Lender]" or such other designation as Lender may specify.

7. Return of the Property- Expiration of the Loan – The Property shall be returned to Lender following the conclusion of the exhibition(s) specified in this agreement. **Extraordinary Recall** – Lender shall have the right to recall some or all of the Property before the expiration of the loan upon written notice to GMP in the event of a major calamity endangering the Property, such as war, natural disaster or other Act of God. In such case, GMP will use its best efforts to return the Property to Lender as promptly as possible. **Open-ended Loans** – In the event that Lender and GMP should at some point change the length of the loan to be for an open-ended period with no fixed expiration date, then GMP will return the Property to Lender within thirty (30) days after receipt by GMP of written notice to reclaim from Lender.

Unsuccessful Efforts to Return the Property – If GMP, after making good faith, diligent efforts to do so, shall be unable to return the Property within two (2) months after the conclusion of the specified exhibition(s), then GMP may proceed to place the Property

in storage (with the option to charge Lender both storage fees and the cost of property insurance), and contact [designated individuals](#)* or, if applicable, the Estate of the Lender and will make a second good faith, diligent efforts to return the Property. If, six (6) months after the exhibition(s), the Property shall not have been reclaimed, the Lender (or its legal successor) shall be deemed to have made an unconditional gift of the Property to GMP.

[*Lender may choose to provide GMP with the contact information of such designated individuals for this purpose.](#)

8. Traveling Exhibitions

In the event that GMP wishes to act as the organizing institution for a traveling exhibition that includes the Property and that will entail GMP loaning the Property to other institutions ("Secondary Borrowers"), GMP may do so, provided that the loan of the Property from GMP to the Secondary Borrower must be subject to, and compatible with, the terms of this Agreement. GMP shall remain responsible and obligated under this Agreement regardless of the existence of any Secondary Borrower, and Lender's recourse to GMP shall remain unaffected.

9. Entire Agreement; Choice of Law

This Agreement embodies the entire agreement and understanding between GMP and Lender. In the event of conflicting terms between this Agreement and any other contemporaneous contract between Lender and GMP, the terms of this Agreement shall prevail. This Agreement may be amended, modified or supplemented only by a written instrument that both GMP and Lender sign. This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts. Any litigation arising between the parties shall be within the exclusive jurisdiction of the courts of the State of Massachusetts, or if the jurisdictional prerequisites exist at the time, the Federal Courts of Massachusetts, and the parties hereby waive any right to object to personal jurisdiction and venue.

10. Legal ownership; Solvency

Lender is the legal owner of the Property, or is the duly authorized agent of same, and is fully empowered and authorized to lend the Property and to execute, deliver, perform and be bound by the terms of this Agreement. Lender is a solvent entity and the Property itself is not subject to any claims, liens or past due liabilities. To the best of the Lender's knowledge and belief, the Property has not been exported from any country or imported into the United States in violation of any applicable law. Lender agrees to report any changes in the representations made in this section to GMP immediately.

11. Change of Title

Lender has no present intention of transferring its interest in the Property and agrees not to transfer the Property during the term of the loan. If, due to any unforeseeable

circumstances, title to the Property is transferred during such period, such transfer shall be subject to the terms of this Agreement and Lender shall notify GMP promptly in writing of the transfer. Unless GMP has received a written notification of change of title, GMP is entitled to assume the Property belongs to Lender and will return the Property to Lender upon termination of the loan.

12. Sale of Work from Exhibition


If framed print is sold from the exhibition, GMP will keep 35% of sale price and pay artist 65% of sale price at the close of exhibition. GMP will arrange and charge shipping to customer of sold piece.

13. Other Special Conditions

1) As a part of standard museum practice, GMP will label or mark each loaned item with unique identifying numbers applying non-invasive, reversible methods. The Lender acknowledges this practice to be a necessary measure to ensure the safety and security of the loaned items and gives GMP permission to so label/mark the Property.

2) GMP may choose to conduct incoming condition reporting upon the arrival of Property, and the Lender gives GMP permission to examine and photograph the Property to document its condition for this purpose.

In witness whereof, Lender and GMP have signed this Agreement as below.

Griffin Museum of Photography: _____ laritza Menjivar _____	
Signed _____ 	Date: 10/31/18 _____
Lender Name: _____	
if represented by gallery include here: Represented by _____	
Signature: _____	/ Date artwork was sent: _____