South Orange Performing Arts Center
The Herb and Milly Iris Gallery at SOPAC
ARTWORK ID and LOAN AGREEMENT

This Artwork Loan Agreement is entered into by:

_____ (Lending Artist) and

the South Orange Performing Arts Center as follows:

Exhibition Commencement/Termination Dates: May through August 2020

Lender/Artist Name: _____

Lender Guardian: _____

Credit line for label and catalogue/brochure:

Artist: _____

Title and Date of Work: _____

Medium Support: _____

Dimensions without frame in inches: _____

Is the work available for purchase? Yes ☐ No ☐

Suggested Retail value of work: $ _____

Describe condition of work and specify any special handling needs: _____

_____

_____

_____

I have read and agree to the attached Terms and Conditions Governing Artwork Loan Agreement attached here, and certify that I am the owner or the agent of the owner authorized to agree thereto. I understand that by signing this Agreement, I agree to be bound by all of the provisions set forth herein.

_____ Date: _____
Signature of Lending Artist

_____ Date: _____
Signature of Guardian

_____ Date: _____
Signature for Gallery / SOPAC

TERMS AND CONDITIONS GOVERNING ARTWORK LOAN AGREEMENT

1. Unless permission is refused in writing, it is understood that the Lender authorizes the Institution, to photograph and reproduce in any media the loans for catalogue publications and for archival, educational, and publicity purposes. Unless otherwise instructed in writing, Institution will grant credit to the Lender as specified on the face of this agreement in any labels or publications. Institution shall have no obligation or liability hereunder for any piece of Artwork that is not identified and described in writing as required herein.

2. The Institution will insure this Artwork under an all risk property insurance policy, for the final retail price as determined by the panel of jurors, against all risks of physical loss or damage from any external cause while on location during the period of the loan. The policy referred to contains limitations for acts of God and the usual exclusions for loss or damage due to wear and tear, etc. The party that makes the transportation arrangements for the Artwork to or from the Exhibit must provide for appropriate insurance coverage as specified herein.

3. The work shall remain in the possession of the Institution in the Exhibition for which it has been borrowed, for the time specified in this agreement, but may be withdrawn from Exhibition at any time by the Institution. The work will be returned only to the Lender at the address shown in this agreement unless the Institution is notified in writing. If the legal ownership of the loan shall change during the period of the loan, the new owner may, prior to its return, be required to establish legal right to receive the loan by proof satisfactory to the Institution. Lender may choose to make arrangements for the return of the loan at Lender's expense, including insurance, at the loan termination date by notifying Institution in writing 15 calendar days prior to the termination of the Agreement.

4. Except in case of emergency to preserve the Artwork, the work of art will not be cleaned, restored, or otherwise altered without the written consent of the Lender except in an emergency, in which case the Lender will be notified by telephone and in writing.

5. If the work is for sale and is sold during the period of this loan, the Lender shall pay twenty-five percent (25%) commission of the selling price to the Institution.

6. Except as set forth by Lender above, Lender warrants that it has all right, title and ownership interest in the Artwork, and that the Artwork is not subject to any ownership, lien, encumbrance, copyright infringement or other claim by any other person or entity. Lender agrees that it shall not take any action to limit or affect this warranty during the term of this Agreement unless it obtains the advance written agreement of Institution.

7. This Agreement shall be governed by and construed under the laws of the State of New Jersey, which shall also be the forum for any litigation arising from or incident to this Agreement. This Agreement may not be assigned by either party without the express written consent of the other, in advance.

8. This Agreement and attachments referenced herein, if any, constitute the entire understanding between the parties with respect to the subject matter hereof and may be amended at any time only upon mutual written agreement of the parties. Any notice to the either party shall be sent to the parties at the addresses set forth above by registered or certified mail, return receipt requested or overnight mail service, with proof of delivery.

9. Either party may terminate this Agreement by giving the other party 30 calendar days written notice.

MEDIA RELEASE FORM

Dear Parent/Guardian:

Your child may be part of a SOPAC event that involves media coverage. Additionally, in an effort to celebrate and promote the gallery exhibition and SOPAC, your child's name, picture, artwork and accomplishments may be featured in SOPAC produced promotional media. This information may also appear on the SOPAC website (www.sopacnow.org), Facebook and/or Twitter accounts. In accordance with state regulations, we are requesting that you take the time to review the media release form below and select the appropriate option(s).

Agreeing to media coverage does not in any way indicate that your child will be videotaped, photographed or interviewed; it simply indicates that your child has permission in the event there is media coverage. If you have any questions, please see the contact information for SOPAC below before signing.

Please check all that apply:

_____ My child has permission to be videotaped, photographed or interviewed by SOPAC or any news media. I understand that this information may be posted on the SOPAC website, Facebook and/or Twitter accounts.

_____ If you agree to media coverage but prefer that your child is not featured on social media sites, please check here.

_____ I do not wish to have my child videotaped, photographed or interviewed by SOPAC or any other news media.

By signing below, I verify that I understand the above release and that I have indicated my preference. If my preference changes, I will contact SOPAC directly.

_____

Print Child's Name

_____ _____

Parent/Legal Guardian Signature *Date*

_____

Print name of Parent/Legal Guardian

If you have questions regarding this release, you may contact Linda Beard at SOPAC, via phone at 973.382.1035 or via email at lindab@sopacnow.org.