

LOAN AGREEMENT

OCEANSIDE MUSEUM OF ART 704 Pier View Way, Oceanside, CA 92054 Tel: (760) 435-3721 Fax:(760) 966-5819

EXHIBITION: **Twenty Women Artists: NOW**

EXHIBITION DATES: **Mar 13-Aug 1, 2021**

AUTHORIZED BY: **Maria Mingalone, Executive Director**

PERIOD OF LOAN: **Mar 4-Aug 1, 2021**

LOCATION: **Oceanside Museum of Art, 704 Pier View Way, Oceanside CA 92054**

LENDER NAME: _____

LENDER MAILING ADDRESS: _____

LENDER PHONE: _____ LENDER EMAIL: _____

Title of artwork	Materials	Year completed	External Dimensions H x W x D	Insurance Value	Condition upon receipt <i>Completed by OMA</i>
					<i>Completed by OMA</i>

Please continue on a separate page if necessary

SIGNATURE OF LENDER: _____

DATE: _____

By signing above, the lender agrees to terms and conditions of the loan as stated on the second page of this form.

ARTWORK RECEIVED BY OMA: _____

DATE: _____

SIGNATURE UPON RETURN: _____

DATE: _____

ARTWORK RELEASED BY OMA: _____

DATE: _____

CONDITIONS GOVERNING LOANS TO
OCEANSIDE MUSEUM OF ART

1. The listed agreed-upon loan period shall not be changed except by mutual consent. Oceanside Museum of Art shall have full discretion as to whether, or for how long, within the agreed period of this loan, objects shall be exhibited. The same care will be exercised in respect to loans as is in the safekeeping of the Museum's permanent collection.
2. Each object shall at all times be given due care to prevent loss, damage or deterioration. No restoration, stabilization, or refurbishment of the works will be undertaken without the specific written approval of the Lender.
3. Under its fine arts policy, artwork is insured while on a "wall to wall" basis from the time said property is removed from its normal repository, incidental to shipment, until returned thereto or other point designated by the owner or their agent, including while in transit and while on exhibition or otherwise worldwide. Loaned objects will be insured for the amount indicated on the face of this loan agreement, against physical loss or damage, on location or in transit during the period of the loan. The policy contains the usual exclusions of loss or damage due to such causes a gradual deterioration, inherent vice, war, invasion, hostilities, insurrection, confiscation by order of any government or public authority, risks of contraband or illegal transportation and /or trade. Earthquake coverage is included only when specified in writing.
4. If the Lender elects to maintain his/her own insurance, Oceanside Museum of Art must be supplied with a certificate of insurance naming Oceanside Museum of Art as additional insureds or waiving subrogation of Oceanside Museum of Art. Otherwise, this loan agreement shall constitute a release of Oceanside Museum of Art from any liability in connection with the loaned property. Oceanside Museum of Art can accept no responsibility for any error or deficiency in information furnished to the Lender's insurers or for lapses in coverage.
5. Photography and filming may take place in the gallery for OMA's marketing and promotional purposes. Additionally, museum spaces are often rented to private parties including weddings, corporate events, and film crews. Whenever possible, credit to the artists, exhibition, and curator will be given where the imagery appears, but it may not be possible to include credit in all circumstances
6. Loans are to remain with the exhibition for the entire length of the show, regardless of purchase by a third party.
7. All notices in regard to the termination of a loan shall be considered sufficient if sent via email to the listed contacts or, should there be no response, followed by registered mail to the Lender at the address given in this receipt.
8. Loans will be returned to and received by the Lender or by his/her legal representative or duly authorized agent upon written order of the Lender (or his/her agent) accompanied by this receipt on specified dates and times at the end of the exhibition. Such agent shall submit proof of his/her authority.
9. If the Lender does not withdraw the property within ninety (90) days after the stated loan period, every effort will be made to contact and make arrangements with the lender. Should the lender prove to be unreachable, Oceanside Museum of Art shall place the artwork in storage and the lender shall be billed for the charges until the work is collected.
10. In the case of the death of the Lender, the legal representative of the deceased shall notify the Director of the Museum forthwith, giving his/her full name and address in writing. Such legal representative shall submit proof of his/her authority, any necessary tax waivers, and such other documents and instruments as the Museum may require.