

**OLD DOMINION UNIVERSITY FINE ARTS LOAN AGREEMENT**

This form must be on file in the Office of Risk Management one (1) week prior to receiving the art.

This form must be returned to the Curator of Collections or Director of the Gallery.

The Curator or Director will submit the form to the Office of Risk Management.

**DEPARTMENT INFORMATION**

Purpose of Loan:

Responsible Dept. and Person:

Date of Exhibition:

**LENDER INFORMATION**

Name of Lender:

Address of Lender:

Lender's Phone and Fax:

Contact name and address for copyright clearance:

**ARTIST/WORK INFORMATION (For additional works, use the attached FORM):**

Artist's Name:  Date of Work:

Title of Work:  Value of Work:

Dimensions: Height:  Width:  Depth:  Weight:

Medium:

Photographs Provided:  Yes  NO Permission to Reproduce Photos:  Yes  No

**CONDITION CHECK:**

Arrival Date of Shipment:

Name of Person doing the check:

**INSURANCE:** Fine Arts to be insured by ODU:  Yes  No If yes, total value of insurance:

I have read the Loan Conditions on page 3 and accept them. This loan agreement cannot be altered, changed, waived or otherwise affected except by written consent from both parties. \_\_\_\_\_Initial

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Lender or Authorized Agent

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
ODU Representative

## LOAN CONDITIONS

1. Under the terms of this agreement, Old Dominion University (ODU) will exercise the same care, in respect to all loans as it does in the safekeeping of its own property.
2. Objects lent to ODU for exhibitions or extended loan shall remain in its possession for the time specified in the Loan Agreement. Loans will be returned to the owner or lender, or to his/her authorized agent or representative.
3. Objects lent to ODU will be insured by the Commonwealth Risk Management Plan at the written appraisal provided by the Lender. However, the Commonwealth and/or its insurer reserve the right to substantiate the value of any artwork that is damaged prior to settling a claim with the owner of the art. All objects lent will be insured under the Plan. This insurance excludes loss or damage due to war, invasion, hostility or war-like action, insurrection or civil commotion, confiscation by public authority for risk of contraband or illegal transportation or trade, seizure or destruction under quarantine or customs regulations, pollutants, nuclear reaction, nuclear radiation, radioactive contamination, wear and tear, gradual deterioration, inherent vice, etc.

The Lender agrees that, in the event of damage, recovery shall be limited to such amounts, if any, as may be paid by the Department of Risk Management (DRM), hereby releasing the Commonwealth and ODU, its officers, employees, and agents from any liability for any and all claims arising out of such loss or damage.

4. If the Lender elects to insure the objects on loan to ODU with his/her fine arts insurance, ODU accepts no responsibility for damaged artwork, except in cases involving negligence by the University and its employees and agents.
5. If legal ownership of the item(s) shall change during the period of the loan, whether by reason of death, sale, insolvency, gift or otherwise, the new owner may, prior to its return, be required to establish his/her legal right to receive the item(s) by proof satisfactory to ODU.
6. Attributions, dates and other information shown on the face of this loan agreement are as given by the Lender. Any appraisals shown are those stated by the Lender and are not to be considered as appraisals by ODU.
7. In the event that any item(s) is offered as a gift to ODU, it is understood that unless ODU has been notified in writing to the contrary, the gift is outright and unconditional.
8. ODU accepts this loan with the understanding that the Lender has full authority to make the same. In receiving or surrendering imported objects, ODU requires that the Lender comply with all governmental regulations. If the Lender has knowledge of special conditions governing the item(s), such as copyrights, lien, etc., he/she shall inform ODU accordingly.

**ARTIST/WORK INFORMATION (ADDITIONAL FORM):**

Artist's Name:  Date of Work:

Title of Work:  Value of Work:

Dimensions: Height:  Width:  Depth:  Weight:

Medium:

Photographs Provided:  Yes  NO Permission to Reproduce Photos:  Yes  No

**ARTIST/WORK INFORMATION (For additional works, use the attached FORM):**

Artist's Name:  Date of Work:

Title of Work:  Value of Work:

Dimensions: Height:  Width:  Depth:  Weight:

Medium:

Photographs Provided:  Yes  NO Permission to Reproduce Photos:  Yes  No

**ARTIST/WORK INFORMATION (For additional works, use the attached FORM):**

Artist's Name:  Date of Work:

Title of Work:  Value of Work:

Dimensions: Height:  Width:  Depth:  Weight:

Medium:

Photographs Provided:  Yes  NO Permission to Reproduce Photos:  Yes  No