

# IWS Annual Members Show 2021

PLEASE PRINT  
ALL THREE PAGES  
OF THIS DOCUMENT.

The first page is the familiar **Printing Label** for the back of your painting, in the upper left corner.

The second and third pages are the **Loan Agreement** that the Evanston Art Center requires from every exhibitor in all shows at the Center.

You will need to fill out and sign this form and then turn it in with your painting when you drop off the artwork at the Evanston Art Center.



PAINTING LABEL

Name \_\_\_\_\_

Email address \_\_\_\_\_

Title of Painting \_\_\_\_\_

Price \_\_\_\_\_

---

## Agreement for Incoming Loan

The undersigned ("Lender") hereby lends to the Evanston Art Center ("EAC"), an Illinois non-profit corporation, the object(s) described herein for the purposes and subjects to the conditions set forth in the "General Conditions Governing Loans," stated on reverse, for the period stated below.

EXHIBITION title

Exhibition dates

Dates of loan

LENDER

Address

City, State, Zip Code

Cell Phone

Alternate Phone

Email

Credit Line

(Please include the exact form of the Lender's and/or Owner's name for exhibition labels and catalogue entries.)

ARTIST

Object Title

Object date

Medium

Size in inches (H x W x D)

Condition

(Please read section 2, Transportation and Packing on reverse)

SALE price (NFS if not for sale)

(Please note that the EAC receives a sales commission of 35% of the sales price of all artwork sold during the term of this agreement.)

FAIR MARKET value

(Please note that the fair market value can not exceed 65% of the sales price.)

Special instructions or conditions

AUTHORIZATION: I have read and agree to the conditions above and attached to this Agreement. I certify that I have full authority to enter into this Agreement.

Signature of Lender

Date:

Title

Signature of Borrower

Date:

Title

# General Conditions Governing Loans

## 1. Care preservation, and exhibition

EAC will protect objects while in its custody in the same manner and to the same extent as EAC protects its own property and will specifically provide such protection from fire, theft, mishandling, dirt and insects, and extremes of light, temperature and humidity, subject to the limitations stated in section 3. It is understood by the Lender and EAC that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible.

Evidence of damage not described in Lender's condition report at the time of receipt or while in EAC's custody will be reported to the Lender promptly after being discovered by EAC.

EAC retains the right to determine when, if, and for how long objects borrowed will be exhibited. EAC retains the right to cancel the loan upon reasonable notice to the Lender. The Lender agrees that EAC will use its own installation procedures unless the Lender or their duly authorized agent specifies otherwise. EAC has final determination of where, how and which objects are displayed.

## 2. Transportation and packing

The Lender certifies that the object lent is in such condition as to withstand ordinary strains of packing and transportation and handling. A written report of condition of objects prior to shipment must be sent by the Lender to EAC. Otherwise, it will be assumed that objects are received in the same condition as when leaving the Lender's possession. Condition reports will be made at EAC on arrival and departure.

Cost of transportation and packing will be borne by Lender, unless otherwise agreed upon in writing by EAC. Under certain circumstances, EAC may agree to bear the method of shipment. In the event that the method of shipment at Lender's request (without prior written agreement) is to any address other than that from which it was collected, the Lender shall pay additional costs necessitated by such change, if so directed by EAC.

The lender will assure that the object lent is adequately and securely packed for the type of shipment agreed upon, including any special instructions for unpacking and repacking. The object will be returned packed in the same or similar materials as received unless otherwise authorized by the Lender.

## 3. Insurance & Fair Market Value

The object will be insured for the amount specified, and for no more than 65% of the sales price listed in the attached Loan Agreement by EAC under its "all risk" policy subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin or inherent vice; repairing, restoration or retouching process.

Insurance will be placed in the amount specified by the Lender herein, which must reflect fair market value. If the object is damaged while in the care of the EAC, the EAC at its sole discretion shall choose to have the object professionally restored or repaired to substantially the same condition. The EAC reserves the right to have the object professionally appraised. If the object is NFS because it is owned by a gallery, the gallery is compensated 100% of the appraised value. However, if the object is NFS because it is owned by the artist, the artist is compensated 65% of the appraised value. If the lender fails to indicate insurance amount, EAC, with the implied concurrence of the Lender, will set a value for purposes of insurance for the period of the loan. Said value is not to be considered an appraisal. The amount payable by insurance secured in accordance with this Loan Agreement is the sole recovery available to the Lender in the event of loss or damage.

If the Lender elects to maintain his or her own insurance coverage, then prior to shipping EAC must be supplied with a Certificate of Insurance naming Evanston Art Center as an additional insured and waiving rights of subrogation. If the Lender fails to provide said certificate, this failure shall constitute a waiver of insurance by the Lender.

If insurance is waived by the Lender, this waiver shall constitute the agreement of the Lender to release and hold harmless EAC from any liability for damage to or loss of the object lent. EAC shall not be responsible for any error or deficiency in information furnished by the Lender to the insurer or for any lapses in such coverage. In the case of long-term loans, it is the responsibility of the Lender to notify EAC of current insurance valuations.

## 4. Reproduction and credit

Unless, otherwise notified in writing by the Lender, EAC may photograph or reproduce the object lent for educational, catalogue and publicity purposes. It is understood that an object on exhibition may be photographed by the general public.

Unless otherwise instructed in writing, EAC will give credit to the Lender as specified on the face of this agreement in any publications. Whether individual labels are provided for objects of exhibition shall be at the discretion of EAC.

## 5. Sales

Sales shall be made at a price no less than the amount ("sales price") agreed upon in writing in advance by the artist and EAC and listed in the schedule.

EAC shall be entitled to a sales commission of 35% of the sales price on the sales made of any work included in the exhibition during the term of this agreement.

With respect to sales made under this agreement, EAC shall pay the artist the balance due (sales price less commission) within thirty (30) days of the purchaser's payment to EAC.

## 6. Change in ownership and/or address

It is the responsibility of the Lender or their agent to notify EAC promptly in writing if there is a change in ownership of the object lent (whether through inter vivos transfer or death) or if there is a change in the identity or address of the Lender. EAC assumes no responsibility to search for a lender (or Owner) who cannot be reached at the address of record.

## 7. Return of loans

Unless otherwise agreed in writing, a loan terminates on the date specified on the face of this agreement. Upon termination of loan, the Lender is on notice that a return must be effected. The Lender is responsible for pick-up of the object upon dates of termination of loan unless otherwise agreed in writing by EAC. If the Lender is unable to remove the object within five (5) working days of the date of termination, then the object will be moved and stored at the Lender's risk and expense and Lender will be responsible for damage or loss to the object left at EAC or stored for Lender after expiration of the five (5) day period following termination of loan.

If EAC agrees to return the object, the object will be returned only to the Lender of record as agreed upon. In case of uncertainty, a claimant will be required to establish legal authority with proof satisfactory to EAC. When the object is returned, EAC will send the Lender a Receipt of Delivery form. If this form is not signed and returned within fifteen (15) days after mailing, EAC will not be responsible for damage or loss.

If EAC's efforts to return the object as agreed upon following termination of loan are unsuccessful, then the object will be moved and stored at Lender's risk and expense, until the object can be returned to Lender at Lender's risk and expense.

## 8. Applicable Law

This agreement shall be construed in accordance with the laws of Illinois.

Signature of Lender: \_\_\_\_\_

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