

## **Attachment A – Conditions of Loan**

This agreement is entered into between the City of Burlington, a municipal corporation of the State of Vermont, by and through its department Burlington City Arts (BCA) and the undersigned Lender/Artist. For and in consideration of the promises, covenants, terms, and provisions contained in this agreement, the parties mutually agree.

**Packing & Transportation:** Artist shall deliver, or assume responsibility for delivering, all consigned items to the exhibition venue on the date of installation or to 405 Pine Street, Burlington, VT 05401, prior to the scheduled install date. If Artist requires any work to be shipped to or from BCA, Artist shall be responsible for all shipping costs. Artist agrees to pack work securely for transport and provide all necessary materials for the safe transport of the work. If necessary, the Artist is responsible for providing detailed packing instructions for all work. Artist agrees to inspect the artwork for damage upon delivery. Evidence of damage to artwork discovered at the time of receipt or while in BCA possession will be reported immediately. BCA is not responsible for objects damaged prior to arrival or during delivery by the artist to BCA.

**Insurance:** Artist is required to provide an itemized list of works, including title, size, medium, date of creation and retail price of all work on loan to BCA. BCA will insure the loaned work against loss or damage while in BCA's possession for the duration of the loan. Artist agrees that in the event of damage, prior to filing an insurance claim, the Artist will work with BCA to ensure timely repair of work through means of artist compensation for labor and materials, conservator compensation, or through other means deemed acceptable by both parties.

**Photography and other forms of publication:** If requested by BCA, artist will provide print-quality JPEG images for publicity and catalogue reproduction of work that is on loan. Unless permission is refused or limitations are noted below, it is understood that the loaned object(s) may be photographed, reproduced or telecast by BCA for the following purposes: documentation, publicity, publication, and educational programs connected with this exhibition/loan. BCA shall have and will retain the right to reproduce photographs of loaned objects for these purposes in perpetuity. Copyright permission is hereby issued to BCA and BCA is licensed free of charge as it relates to this loan. Artist certifies that they have ownership of all copyrights and licenses and that the artwork is free of restrictions and liens. Under copyright law, Artist retains all reproduction rights to his/her work, unless otherwise specifically assigned.

**Sales:** Whenever an Artist delivers, or causes to be delivered, a piece of art to BCA for the purpose of sale or exhibition to the public on a commission, fee, or other basis of compensation, the delivery and acceptance thereof by BCA is deemed to be on consignment. Art sold on consignment is based on a 40% commission structure to BCA. If any adjustment is to be made, an Addendum shall be completed and signed by both parties. Prices for said items shall be set by Artist and approved by BCA. If a sales contact was made through exhibition at BCA, resulting in a sale made directly by Artist through his/her studio or other gallery or sales venue, Artist agrees to pay a 20% commission to BCA. If Artist is represented by another gallery/dealer whose contract requires a split commission on work sold while in its possession, even if the sale is brokered exclusively by BCA, then the sale will reflect the gallery/dealer's commission rate, or BCA's, whichever is higher, and will be split 50/50 between the gallery/dealer and BCA.

**Duration of loan:** Artwork is to remain in the possession of BCA for the duration of exhibition/loan, until a point of sale or for an amount of time determined in the Loan Agreement. Once artwork has been placed in an exhibition lease, Artist may not remove work from the exhibition prior to the end date of the lease unless a comparable replacement is furnished to BCA or unless otherwise agreed to by BCA. Artwork left at BCA more than a year beyond the established loan period may be considered abandoned, and BCA reserves the right to dispose of such property as it sees fit. BCA will make every attempt to reach Artist via the contact information provided before disposing of said property.

**Artist's Representations and Warranties:** The Artist represents and warrants that Artist is the original and only creator of the Artwork, is the sole owner of the Artwork, and that the Artwork is free and clear of any liens and that there are no outstanding disputes in connection with property rights, intellectual property rights, or any other rights in the Artwork or parts of the Artwork and that Artist is the sole owner of any and all copyrights and other intellectual rights pertaining to the Artwork.

Indemnification: Artist shall indemnify, protect, defend and hold harmless BCA and the City of Burlington, Vermont, and its officials, employees, and agents from and against all liabilities, obligations, claims, losses, damages, judgments, or costs or expenses (including reasonable attorney's fees) arising from, in connection with, or caused by any infringement of patent, copyright, trademark, trade secret or other proprietary right or any infringement of artist's rights under 16 U.S.C. § 16a, 16 U.S.C. § 113, or similar state, federal or international law, except for that caused solely by the negligent acts or omissions of BCA.

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Artist/Lender signature:

Date:

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BCA signature

Date: