

**NORTHERN ARIZONA UNIVERSITY  
ART LOAN AGREEMENT**

This Art Loan Agreement (“Agreement”) is entered into as of [REDACTED] by and between Arizona Board of Regents for and on behalf of Northern Arizona University (“Borrower”) and [REDACTED] (“Lender”). This Agreement is entered into on the basis of the following:

- A. Lender is the artist and/or owner of two-dimensional and/or three-dimensional works of art as listed in Exhibit A, hereinafter referred to as the “Art”.
- B. Lender desires to loan the Art to Borrower so that Borrower may exhibit the Art at the [REDACTED] location. Borrower desires to accept a loan of the Art from Lender for this purpose.
- C. Lender and Borrower desire to enter into this Agreement to document the terms and conditions of Lender’s loan of the Art to Borrower.

**IT IS THEREFORE AGREED:**

- 1. Term of Loan; Use of Art. Lender hereby loans the Art to Borrower commencing on [REDACTED] and terminating on [REDACTED]. The public exhibit of the Art by the Borrower will be from [REDACTED] to [REDACTED]. The Art must be received by the Borrower no later than [REDACTED]. The term may be extended by mutual written agreement between Lender and Borrower through an Addendum to this Agreement. The Lender and the Borrower agree that the Lender will not request the return of the Art before the end of the term. Objects may be withdrawn from the exhibition only by the mutual written consent of the Lender and the Borrower through an Addendum to this Agreement. The Borrower reserves the right to alter the agreed upon exhibition dates within a reasonable number of days in consultation with the Lender. Any changes shall be documented in writing signed by both parties.
  - 1. a. Documentation to submit prior to submission of the Art. Lender will provide a list of the work(s) of Art, labeled as “Exhibit A” that will include title, date completed, medium, condition, and Fair Market Value. Lender shall maintain appropriate documentation to verify Fair Market Value of each item of Art. Such documentation shall be available upon request.
  - 1. b. Documentation to submit with the Art. The Lender shall provide an artist’s statement concerning the Art of no longer than one 8.5 by 11 inch typewritten page at 12 point font, single spaced.
- 2. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona.
- 3. Sale of Art. The sale of Art is prohibited while on loan to the Borrower; however, the Lender may display biographical materials in areas designated by the Borrower.
- 4. Reproduction of Image of Art. Lender hereby grants to Borrower, on behalf of Lender and any beneficiaries, heirs, successors, or assigns permission to use photographs or artistic renderings of the Art for purposes of publicizing the planned exhibit of the Art, or for educational purposes associated with the exhibition.

4. a. Use. Borrower may also use such photographs or artistic renderings on printed materials, such as programs, exhibition catalogues, or announcements, distributed in connection with the planned exhibit or marketing material for the Borrower. Borrower shall not otherwise reproduce the image of the Art without the express written consent of Lender.
4. b. Ownership. Lender warrants and represents that it is the sole legal owner of all right, title and interest in the Art, including all related intellectual property interests such as trademarks and copyrights. The Lender also warrants and represents that the presentation of Art does not and will not infringe or violate the rights of any other party, including any copyright interests.
4. c. Indemnification. Lender shall indemnify, defend, and hold harmless the State of Arizona, the Arizona Board of Regents, Northern Arizona University, their officers, employees, agents, and assigns from any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the presentation of the Art including but not limited to any misuse, distortion, blurring, alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in taking, processing, reduction, or production of the finished product, its publication or distribution.
5. Receipt, Installation, and Removal. Transportation of the Art to the Borrower is the sole responsibility of the Lender. The Art will be packed and shipped by a professional shipper or double boxed by the Lender if not hand delivered by the Lender. The Lender shall provide unpacking and packing instructions. The Borrower reserves the right to refuse acceptance of any package that arrives in questionable condition. The Borrower will unpack the Art and prepare a condition report of the Art prior to installation. Lender shall securely affix a label to the back or bottom of the Art. Return shipping will be provided by the Borrower. Art must be properly prepared and ready for exhibit. Borrower reserves the right to exclude from exhibition any works of art not executed to professional standards. Borrower is responsible for the presentation, design, installation and de-installation of exhibitions. Exceptions will be granted to artists upon request; however, Borrower will determine the final location of Art installed by the Lender, and installation will be supervised by the Borrower. Special arrangements for Lender installation and site-specific installation must be made in advance.
5. a. Care of Art. Borrower will take care in both installing and presenting the Art. The Lender certifies that the Art is in good condition and will withstand the ordinary strain of transportation, shipping and display. The Borrower will prepare a condition report upon receipt and unpacking of the Art. A copy of this condition report will be provided to the Lender. Evidence of damage to the Art upon arrival at the NAU Art Museum, or while in possession of the Borrower will be reported immediately to the Lender. No alteration, restoration, or repair to the Art will be undertaken without permission from the Lender. The Lender certifies that the Art submitted for exhibition by the Borrower is in good condition and will withstand the ordinary strains of handling and display.

5. b. Display Guidelines. Borrower retains the right to determine appropriate locations for display.
5. c. Return of Art. The Art will be returned only to the Lender or to such other person as may be appointed in writing as the authorized representative of the Lender. If the Art will be personally picked-up by the Lender or his/her authorized representative, the Art should be picked up no later than [REDACTED].
6. Insurance. The Art will be insured through the Arizona Department of Administration Risk Management Division in the event of loss or damage while in the care and custody of the Borrower. A fully executed Art Loan Agreement must be in place with the Borrower, prior to the start of the loan period, in order for the Art to be insured through the Arizona Department of Administration Risk Management Division.  
  
The Lender shall provide the estimated fair-market value of the Art as shown in Exhibit A. The Lender shall maintain appropriate documentation to verify fair-market value of each item of Art. Such documentation shall be available upon request. Insurance proceeds, if any, will be payable to the Lender as their interests appear. The Arizona Department of Administration Risk Management Division shall not cover Art shipped to the Borrower. Insurance coverage during shipment to the Borrower is the responsibility of the Lender.
7. Notice of Loss or Damage. All Art will be subject to reasonable wear while on exhibit. Borrower will immediately notify Lender of any injury to or the loss of the Art, whether the item is on exhibit or in storage, and regardless of who may be responsible. No alteration, restoration, or repair to the Art will be undertaken without the permission of the Lender.
8. Cancellation for Conflict of Interest. The Lender and the Borrower agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statute §38-511.

IN WITNESS WHEREOF, this Agreement is made effective the day and year first above written.

**Lender**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Phone

\_\_\_\_\_  
Address City, State, ZIP

**The Arizona Board of Regents for and on behalf of Northern Arizona University**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title