WSU Contract #\_\_\_\_\_\_

MUSEUM OF ART LOAN AGREEMENT

between

WASHINGTON STATE UNIVERSITY

and

**[INSERT NAME, Off Campus Lender)**

THIS AGREEMENT (“Agreement”) is made and entered into by and between Washington State University through its Museum of Art (“Museum”) and **[insert name of party]** (“Lender”).

**1. PURPOSE**

This Agreement sets forth the terms and conditions governing the loan of objects to the Museum.

**2. DESCRIPTION OF OBJECTS; MUSEUM DISCRETION**

A description of the object(s) on loan is attached as Attachment A.

Credit line should read as:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Museum retains the sole right to determine what is displayed at the Museum. The Museum must have preview slides, digital images or the physical work, etc., for review at least two weeks prior to installation unless this requirement is waived by the Museum in writing. The Museum reserves the right to refuse to display any or all work(s) within the gallery and/or all areas occupied or controlled by the Museum based on legal, logistical, financial, safety/security, or intellectual property rights issues, or the suitability of the work in relation to the planned display(s).

**3. EXHIBITION NAME AND DATES**

The name of this exhibition is **[insert name here]**. The exhibition commences on **[insert date here]** and will be completed on **[insert date here]**.

**4. TERM**

This Agreement shall commence on the date of the last signature hereto, and shall terminate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unless terminated sooner pursuant to this Agreement.

**5. RESPONSIBILITIES OF THE PARTIES**

 The responsibilities of the parties are described in the provisions below:

a. Care and Preservation

The Museum will give objects left in its custody the same care provided to similar property of its own. Evidence of damage to objects at the time of receipt or while in the Museum’s custody will be reported immediately to the Lender. No alteration, restoration, or repair to objects will be undertaken without the written authorization of the Lender. The Lender certifies that the objects to be loaned are in good condition and will withstand ordinary strains of installation, packing, and transportation.

b. Lender Assumption of Risk for Interactive Exhibits

If Lender’s work/object(s) are for public interactive purposes, the Museum is not responsible for broken work/object(s). The Lender acknowledges that breakage is a potential outcome of inviting the public to interact with the work/object(s).

c. Copyright

All works are considered protected by copyright law. The Museum will take commercially reasonable steps to avoid and prevent violations of the applicable rights in the copyrighted objects. However, Lender acknowledges that Museum is not able to prevent all violations of copyright law, and in particular, to prevent all unauthorized recordation, photography, or other forms of capture. If the Lender’s work/object/collection are photographed and/or used in other ways not permitted by Lender, Lender shall not look to Museum to enforce its copyright or related rights. Rather, Lender will take the legal action necessary or desired to address the copyright infringement. Lender releases Museum from any claims arising out of such copyright violations.

d. Insurance

Museum warrants that objects loaned to it are covered under a fine arts insurance policy for the amount specified in the Section herein entitled “Value of Object(s) Loaned” against all risks of physical loss or damage from any external causes, except for causes excluded under the policy. The fine arts policy covers the object(s) listed in this Agreement on a “wall to wall” basis from the time said property is received at the Museum, until returned to Lender or such other point designated by the Lender prior to return shipment, including while in transit and while on exhibition.

e. Value of Object(s) Loaned

The declared value of the object(s) loaned under this agreement is **[insert value]**. The Lender declares this value in good faith and, upon request, can provide evidence to support this assertion.

f. Limitation of Liability

The declared value stated above represents Museum's maximum liability for the object(s) on loan in the case of loss or damage. If no value is declared, Museum's maximum liability for loss or damage to the object(s) is $100.

g. Publicity and Photography

Unless the Museum is notified in writing to the contrary at the time the object is loaned, it is understood that the objects on loan may be photographed and reproduced for use in the Museum’s publications, for publicity purposes connected with the exhibition, for exhibition documentation and for educational purposes. All rights and privileges for reproduction will be arranged by the Museum.

h. Return of Loan

Upon expiration of the loan, the object(s) will be released to the Lender according to the terms listed under the Section herein entitled “Shipping.” The Lender must notify the Museum in writing of any change in ownership of the object(s). In case of change of legal ownership during the loan period, the new owner will be required to establish legal right, title, and interest in and to such object(s) by proof satisfactory to the Museum.

i. Shipping

**[Insert shipping details here.]**

j. Abandoned Property

The object(s) on loan subject to this Agreement shall be deemed to be donated to the Museum if Lender makes no claim or files no action to recover the object(s) after termination or expiration of this Agreement, provided that the Museum has given the Lender notice pursuant to RCW 63.26.040, and the Lender files no assertion of title within ninety days from the date of the second published notice as required by that statute.

**6. TERMINATION**

Either party may terminate this Agreement upon 30 days’ prior written notification to the other party. Upon such termination, the object(s) will be timely returned to the Lender, and any costs incurred by the non-terminating party shall be paid by the terminating party within 10 business days of a written demand therefor.

**7. MODIFICATION**

The parties may modify this Agreement only by mutual consent. Any modification shall be effective only if written, signed by the authorized representatives of each party and attached to this Agreement.

**8. DISPUTES**

In the event that a dispute arises under this Agreement that the parties cannot resolve, the parties shall allow the dispute to be decided by a Dispute Panel in the following manner:  each party to this Agreement shall appoint one member to the Dispute Panel, and the members so appointed shall jointly appoint an additional member to the Dispute Panel.  The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute.  The parties shall equally share the costs, if any, for the services of the Dispute Panel.

**9. GOVERNANCE**

This contract is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

**10. ASSIGNMENT**

The rights and duties established under this Agreement, and any claim arising thereunder, are not assignable or delegable by either party in whole or in part.

**11. NOTICE**

The contact person for all communications regarding the performance of this Agreement shall be:

 For Museum:

 Name: **Anna-Maria Shannon, Associate Director**

 College or Department: Museum of Art/WSU

 Address: PO Box 647460, Pullman, WA 99164-7460

 Telephone: 509-335-6140

 FAX: 509-335-1908

 E-mail: annamshannon@wsu.edu

 For **[name of party]**:

 Name: **[insert info]**

 Address:

 Telephone:

 FAX:

 E-Mail:

**12. HOLD HARMLESS**

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and omissions of those entities or individuals not a party to this Agreement.

**13. NON DISCRIMINATION**

There will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, sexual orientation (including gender identity), age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended; and (d) applicable non-discrimination laws of the state of Washington. The parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion, or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities, and employment practices.

**14. ACT CONSISTENT WITH LAW**

The parties will comply with all federal, state, and local laws applicable to their activities in the performance of this Agreement.

**15. SURVIVAL**

Upon the expiration or termination of this Agreement, the provisions of this Agreement entitled “Limitation of Liability,” “Publicity and Photography,” and “Abandoned Property” shall survive.

**16. SIGNATURES**

The parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the parties will comply with the terms and conditions of this Agreement.

**IT IS SO AGREED**.

**Washington State University** **[insert name of party]**

Recommended by: By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Associate Director, Museum of Art Signature

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

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

Approved by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Director, Museum of Art

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

**ATTACHMENT A**

Description of the Object(s) on Loan