



LOAN AGREEMENT

Falkirk Cultural Center
1408 Mission Avenue, San Rafael, CA 94901
Mailing: PO Box 151560, San Rafael, CA 94915
Falkirkart@cityofsanrafael.org / (415) 485-3328

Artist/Lender Information: Name: _____ Phone: _____

Address: _____ Email: _____

Exhibition Dates: _____ **Date of Delivery:** _____ **Date of Return:** _____

Description of Loan: The object(s) described below are loaned to the City of San Rafael for display at the Falkirk Cultural Center.

Artist	Title/Description/Date	Medium/Dimensions	Condition	Sales Price

THE SIGNATURES BELOW INDICATE ACCEPTANCE OF THE CONDITIONS OF THIS LOAN AS STATED ON PAGE 2

Lender (Authorized Representative) Date _____
Falkirk Representative/Title Date

<i>Acknowledgement of return of loaned objects: Lender hereby acknowledges receipt of the object(s) loaned to Falkirk under this agreement, all in condition as noted.</i>			
_____	_____	_____	_____
<i>Lender (Authorized Representative)</i>	<i>Date</i>	<i>Falkirk Representative/Title</i>	<i>Date</i>

Please return page 1 to Falkirk and retain page 2 for your records.

Falkirk Cultural Center
LOAN AGREEMENT CONDITIONS

1. Unless Falkirk Cultural Center is notified in writing to the contrary; it is understood that this loan may be photographed and reproduced for publicity purposes connected with this exhibition, or for publications published by Falkirk Cultural Center.
2. Falkirk Cultural Center may request the removal of any property deposited with it by written notice directed to the lender at the address stated on the face of this agreement, or at such other address of which the lender has given Falkirk notice in writing. Failure of the lender to respond to this notice within 60 days after the mailing of this notice will constitute authorization to Falkirk Cultural Center to deliver such item to any warehouse to be stored for the lender's account, or to otherwise store in any manner Falkirk Cultural Center may elect at the lender's expense. The City of San Rafael shall have and enforce a lien on the loan for such costs of storage, including transport and insurance.
3. It is incumbent upon the depositor to notify Falkirk Cultural Center, in writing, of any change of address. If the legal ownership of the object(s) shall change during the pendency of this deposit, whether by reason of death, sale, insolvency, gift or otherwise, the new owner shall, prior to its return, be required to establish his legal right to receive the object(s) by proof satisfactory to Falkirk Cultural Center. If Falkirk has agreed to transport the loan, and if the address of the new owner should be of much greater distance than the locality from which the loan was borrowed, the new owner will be required to pay any difference in the charges for the delivery of the work.
4. No alteration, restoration, or repair to objects will be undertaken without the lender's permission.
5. Falkirk Cultural Center reserves the right not to exhibit accepted work that arrives in non-display condition (missing hanging wire, unstable, damaged, over size limits, or otherwise not ready for display).
6. Accepted entries in any exhibition are reviewed for possible use in advertising and promoting the exhibition (invitations, websites, press releases, and other advertising). Your entry into the exhibition will constitute your consent to the possible use of your images for such purposes.
7. By submitting work for exhibition, the Exhibitor authorizes Falkirk Cultural Center to sell such work for the "Sales Price" indicated for each work on the entry form. After a sale occurs Falkirk Cultural Center will reimburse the exhibitor an amount equal to the "Show Price" less 30% commission. Enter NFS for work that is not for sale but please still indicate the value on your submission form. Commission may be waived for special exhibitions.
8. Work will not be insured while on Falkirk premises. Loan agreement forms, acting as release of liability, will be required for all accepted and hung pieces for the show. If the lender elects to maintain his own insurance, Falkirk Cultural Center must be supplied with a certificate of insurance naming Falkirk Cultural Center as an additional insured or waiving subrogation against Falkirk Cultural Center. Otherwise, the loan agreement shall constitute a release of Falkirk Cultural Center from any liability in connection with loaned property. Falkirk Cultural Center can accept no responsibility for any error or deficiency in information furnished to the lender's insurers or for lapses in coverage.
9. The aforesaid conditions shall apply to all objects sent to Falkirk Cultural Center on loan and cannot be altered, changed, waived or otherwise affected except by the express written consent of Falkirk Cultural Center.

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