

## **ARTWORK LOAN AGREEMENT**

This Artwork Loan Agreement (“Agreement”) is made and entered into on \_\_\_\_\_ (DATE) \_\_\_\_\_, by and between Santa Barbara Maritime Museum (“Museum”) and \_\_\_\_\_ (NAME) \_\_\_\_\_ (“Borrower”).

1. **Purpose of the Agreement.** Museum agrees to loan the Artwork described in Exhibit A, which is attached and incorporated by reference (singularly or collectively, the “Artwork”), to Borrower, subject to the terms.
2. **Exhibiting Location.** Except with the Museum’s prior written consent, Borrower shall exhibit the Artwork only at (ADDRESS).
3. **Term or Agreement.** The term of this Agreement shall be from (START DATE) to (END DATE). Borrower shall take possession of the Artwork no earlier than (ONE WEEK PRIOR TO START DATE).
4. **Fees.** Borrower shall pay Museum the following fees (check on):  
  
\$ \_\_\_\_\_ (per \_\_\_\_\_)  
\$5,000 (flat rate)  
Other:  
No fees required
5. **Packing and Transportation.** The Borrower shall arrange for the packing and transportation of the Artwork to the Borrower’s Exhibiting Location. The Artwork shall be returned by the Borrower to the Museum using the same or similar method of packing and transportation unless otherwise instructed by the Museum. All packing and transportation costs shall be the sole responsibility of the Borrower.
6. **Receipt and Installation of the Artwork.** Prior to the delivery of the Artwork, Borrower shall, at its own expense, take all steps necessary to prepare for its safe and secure installation.
7. **Standard of Care.** The Artwork shall be delivered by Museum in good condition, unless otherwise noted by Museum. Borrower shall exercise reasonable and prudent care to guard against loss, damage, or deterioration of the Artwork, including without limitation due to theft, fire, mishandling, and extremes of light, temperature and humidity. Evidence of damage at the time of receipt or while in possession of the Borrower shall be reported immediately to Museum. Borrower agrees to be responsible for the Artwork during the term of this Agreement. Before making any alteration, restoration, or repair of the Artwork, Borrower shall obtain written permission from Museum.
8. **Insurance.** The Artwork shall be insured by Borrower during the term of this Agreement under Borrower’s Fine Arts policy or other policy(ies) acceptable to Museum for the values stated in Exhibit A. Borrower’s insurance shall attach and be effective at such time as the Artwork is picked up by any personnel or any carriers used by Borrower in the transportation of the Artwork and will continue in full force and effect until such time as Museum accepts delivery of returned Artwork. The values provided by Museum are the best current estimate by Museum as to the current fair market value of the Artwork. Prior to the release of Artwork to Borrower, Borrower shall provide Museum a Certificate of Insurance in a form acceptable to Museum that confirms the presence of insurance as described herein. Borrower shall indemnify Museum for any costs, expenses or values not covered by Borrower’s insurance.
9. **No Sale of Artwork.** The Artwork may be used only for the purpose of this Agreement and shall not be sold or otherwise disposed of by Borrower.

10. No Reproduction Rights. Borrower shall not reproduce the Artwork in any manner, including without limitation video or digital broadcast; provided, however, that Borrower may, with Museum's prior written approval, and at Borrower's sole expense, reproduce the Artwork in printed educational materials distributed by Borrower, including catalogs, pamphlets, and exhibition materials. Borrower shall not, without the prior written consent of Museum, use the Artwork (a) in any advertisements or (b) commercially, e.g., in the production of any merchandise, such as posters or other decorative items.

11. Credit Line. Any permissible materials produced by the Borrower describing the Artwork shall bear the following credit line: From the collection of the Santa Barbara Maritime Museum.

12. Notice. Notices under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth.

To the Museum: Santa Barbara Maritime Museum  
Attn: Emily Falke, Curator  
113 Harbor Way Suite 190  
Santa Barbara, CA 93109

To Borrower: (BORROWER NAME)  
(BORROWER ADDRESS)

13. Entire Agreement. This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreement with respect to the subject matter herein. Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of Museum and Borrower.

14. Applicable Law. This Agreement shall be governed by the laws of the State of California.

This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of the Agreement, as executed by the parties, may be used in lieu of an original for all purposes permitted by law. This Agreement shall not become effective until the date of the last signature below.

SANTA BARBARA MARITIME MUSEUM

BORROWER

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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