

### 1 Contact details

Lender: \_\_\_\_\_

Contact person: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Mobile: \_\_\_\_\_ Home ph: ( \_\_\_\_\_ ) \_\_\_\_\_

Email: \_\_\_\_\_

Purpose of loan: \_\_\_\_\_

Venue: \_\_\_\_\_ Period of loan: □□/□□/□□ to □□/□□/□□

### 2 Copyright permissions

If you also own the copyright of the listed work/s or have permission to act as agent in copyright permissions, please indicate below:

Permission to reproduce for publication or publicity purposes?  Yes  No

Permission to reproduce for educational use?  Yes  No

Permission to reproduce for Gallery website use?  Yes  No

Permission to reproduce for Gallery social media?  Yes  No

### 3 Freight

Pick up address for loan: \_\_\_\_\_ Return address for loan: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 4 Sale of artwork

I am making some/all of the artwork available for sale:  Yes  No  N/A

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I have an ABN.  Yes  No I am registered for GST.  Yes  No

If yes, my ABN is: □□ □□□ □□□ □□□

If no, please complete a copy of the *Withholding Tax Exemption Form* and return with loan agreement/s.

**Please provide electronic file/s if applicable.**

Refer to the Redland Art Gallery Proposals page for the *Withholding Tax Exemption Form* available online at: <http://artgallery.redland.qld.gov.au/exhibitions/exhibition-opportunities/proposals/>

**5** Conditions of loan

The loan of the work referred to in this agreement is made between the Lender and Redland Art Gallery subject to the following conditions. Please read these carefully before signing. Any enquiries should be directed to the Galleries Manager, Redland Art Gallery (07) 3829 8899.

**1. Period of Loan**

The Lender agrees to make available for the purpose and for the period specified the work referred to in this loan agreement.

The lent work shall remain in the possession of Redland Art Gallery (hereafter referred to as the 'Gallery') for the period stated in this loan agreement, but may be withdrawn from exhibition at any time by the Galleries Manager, Redland Art Gallery.

Under special circumstances and subject to the mutual agreement of both the Lender and the Gallery, the loan can be terminated during the period of this agreement.

**2. Packing and Transport**

All packing, transportation and customs formalities will be arranged by the Gallery through firms acceptable to the Lender, unless other arrangements are made in writing by the Lender. The costs and other expenses agreed to in writing by the Gallery shall be paid by the Gallery. If the loan is to be returned at the Lender's request to any address other than the pickup address in this agreement, the Lender shall pay any additional costs necessitated by such a change.

Unless otherwise notified in writing, the Gallery will return the work only to the Lender. If the legal ownership of the work changes during the period of the loan, whether by reason of death, sale, insolvency, gift or otherwise, the new owner may, prior to its return, be required to establish to the satisfaction of the Gallery, his / her legal right to receive the work.

In the case of the Lender's death, his / her legal representative is requested to notify the Galleries Manager, Redland Art Gallery giving their full name and address in writing.

**3. Insurance**

The Gallery will insure the work whilst in the Gallery under its property coverage policy for the amount specified by the Lender in this loan agreement. This amount must not exceed the market value. If the Lender fails to indicate an amount, the Gallery will set a value only for the purposes of insurance while in its possession. This value is not to be considered an appraisal. The Gallery will not insure the work during transit to or from the Gallery.

Lender is aware that the exhibition space is not climate controlled, and therefore the Gallery will not be liable for any damage caused by climate fluctuations (temperature and light exposure) including but not limited to: fading, discolouration, foxing, surface deformation and cracking. Moreover, the insurance referred to will contain the usual exclusions of loss or damage due to such causes as wear and tear, gradual deterioration, moths, vermin, inherent vice, hostilities, insurrection, confiscation by order of any government or public authority and risks of contraband or illegal transportation. The absence of documentation on the condition of the work referred to in this agreement does not imply that the work was received in good condition.

If the Lender elects to maintain his / her own insurance coverage then, prior to the shipment of the object, the Gallery must be supplied with a certificate of insurance naming the Gallery as additional insured or waiving rights of subrogation. If the Lender fails to provide this certificate, this failure shall constitute a waiver of insurance by the Lender (see next paragraph). The Gallery will not be responsible for any error or deficiency in information furnished to the Lender's insurer, any lapse in coverage, or any costs associated with insurance arranged by the Lender.

If insurance is waived by the Lender, this waiver shall constitute the agreement of the Lender to release and hold harmless the Gallery from any liability for damage to or loss of the loan property.

The insurance value in this agreement is the sole recovery available to the Lender in the event of loss or damage.

**4. Conservation**

The Gallery will exercise the same care with respect to loans as it does in the safekeeping of comparable property of its own.

The lent work shall not be unframed, unglazed or removed from mats, mounts or bases, cleaned, repaired or transported in damaged condition except:

- a) with the express written permission of the Lender;
- b) when the safety of the work makes such action imperative; or
- c) unframing for photography as detailed below in section 5.

**5. Photography and Reproduction**

The Gallery reserves the right to photograph and reproduce the lent work for its own use (i.e. registration, insurance and archival purposes). The lent work will otherwise be photographed and reproduced in accordance with the copyright permission granted for this loan agreement for the period of the loan and for any documentation published in association with the purposes for which it has been loaned. The Lender agrees that the work whilst on exhibition to the public, may be subject to photography by the public using hand-held cameras or mobile devices and existing ambient lighting.

I have read and agree to the conditions governing this loan and certify that I am the owner or the agent of the owner authorised to agree thereto.

Approved by Redland Art Gallery

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Owner/Authorised Agent: \_\_\_\_\_

Galleries Manager

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

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

Please complete and sign this agreement form and return to: Galleries Manager, Redland Art Gallery, PO Box 21, Cleveland Q 4163. Please retain a copy for your records.

6 Works of art comprising the loan

Artist: \_\_\_\_\_

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

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

Medium: \_\_\_\_\_

Support: \_\_\_\_\_

Size (height x width x depth mm): \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_ mm

Framed:  Yes  No      Glass:  Yes  No      Perspex:  Yes  No

Is this work available for sale?  Yes  No      Sale price \$ \_\_\_\_\_

All enquiries regarding the sale of artwork/s will be directed to the artist or artist's representative to administer the sale of the art work/s

Value of artwork for insurance \$ \_\_\_\_\_

In order to insure your work we require a value regardless of whether the work is for sale. Generally take 20% off the sale price to work out the insurance value. Artworks are insured by Redland City Council whilst in the Gallery only.

Credit

line: \_\_\_\_\_ if

work/s form a part of a collection, please indicate how you would like the Collection to be acknowledged e.g. Private Collection or Collection of John Smith.

Didactic text included:  Yes  No  N/A      Special installation instructions included:  Yes  No  N/A



Instructions for inserting image into Acrobat PDF form:

1. Ensure that you have saved the file into separate pages and into the Redland Art Gallery preferred file formats (Acrobat PDF files, JPEG or Microsoft Office Word).
2. Using Adobe Acrobat Reader, click within the red stroked rectangle.
3. A pop-up 'Select Icon' window will appear. Click on the 'Browse' button.
4. A pop-up 'Open' window will appear asking you to locate the file on your computer. The file format will always default to Acrobat PDF Files (\*.pdf). You can easily change it by clicking on the drop down button in the bottom right hand corner (Acrobat PDF Files (\*.pdf) and selecting the required and preferred file format.
5. Once you have located the file on your computer click the 'Open' button.
6. A 'Select Icon' window will appear displaying the image selected. If it is correct, click the 'OK' button. If the image is not correct, click on the 'Browse' button to relocate file.
7. The image will be placed proportionally within the red stroked rectangle.
8. Click 'Save' to ensure that you have saved the changes to the Acrobat PDF form.

OFFICE USE ONLY

### Departure from lender

CONDITION	Yes / No
Insect damage	<input type="radio"/> Yes <input type="radio"/> No
Holes	<input type="radio"/> Yes <input type="radio"/> No
Tears	<input type="radio"/> Yes <input type="radio"/> No
Loses	<input type="radio"/> Yes <input type="radio"/> No
Scratches / abrasions	<input type="radio"/> Yes <input type="radio"/> No
Creases	<input type="radio"/> Yes <input type="radio"/> No
Indentations	<input type="radio"/> Yes <input type="radio"/> No
Discolouration	<input type="radio"/> Yes <input type="radio"/> No
Surface dirt / accretions	<input type="radio"/> Yes <input type="radio"/> No
Stains	<input type="radio"/> Yes <input type="radio"/> No
Other (if applicable) _____	<input type="radio"/> Yes <input type="radio"/> No

**General Comments:**

\_\_\_\_\_

\_\_\_\_\_

Report completed by

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

### Arrival at Redland Art Gallery

CONDITION	Yes / No
Insect damage	<input type="radio"/> Yes <input type="radio"/> No
Holes	<input type="radio"/> Yes <input type="radio"/> No
Tears	<input type="radio"/> Yes <input type="radio"/> No
Loses	<input type="radio"/> Yes <input type="radio"/> No
Scratches / abrasions	<input type="radio"/> Yes <input type="radio"/> No
Creases	<input type="radio"/> Yes <input type="radio"/> No
Indentations	<input type="radio"/> Yes <input type="radio"/> No
Discolouration	<input type="radio"/> Yes <input type="radio"/> No
Surface dirt / accretions	<input type="radio"/> Yes <input type="radio"/> No
Stains	<input type="radio"/> Yes <input type="radio"/> No
Other (if applicable) _____	<input type="radio"/> Yes <input type="radio"/> No

**General Comments:**

\_\_\_\_\_

\_\_\_\_\_

Report completed by

Signature \_\_\_\_\_

Name: \_\_\_\_\_

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

### Departure from Redland Art Gallery

CONDITION	Yes / No
Insect damage	<input type="radio"/> Yes <input type="radio"/> No
Holes	<input type="radio"/> Yes <input type="radio"/> No
Tears	<input type="radio"/> Yes <input type="radio"/> No
Loses	<input type="radio"/> Yes <input type="radio"/> No
Scratches / abrasions	<input type="radio"/> Yes <input type="radio"/> No
Creases	<input type="radio"/> Yes <input type="radio"/> No
Indentations	<input type="radio"/> Yes <input type="radio"/> No
Discolouration	<input type="radio"/> Yes <input type="radio"/> No
Surface dirt / accretions	<input type="radio"/> Yes <input type="radio"/> No
Stains	<input type="radio"/> Yes <input type="radio"/> No
Other (if applicable) _____	<input type="radio"/> Yes <input type="radio"/> No

**General Comments:**

\_\_\_\_\_

\_\_\_\_\_

Report completed by

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

### Arrival at lender

CONDITION	Yes / No
Insect damage	<input type="radio"/> Yes <input type="radio"/> No
Holes	<input type="radio"/> Yes <input type="radio"/> No
Tears	<input type="radio"/> Yes <input type="radio"/> No
Loses	<input type="radio"/> Yes <input type="radio"/> No
Scratches / abrasions	<input type="radio"/> Yes <input type="radio"/> No
Creases	<input type="radio"/> Yes <input type="radio"/> No
Indentations	<input type="radio"/> Yes <input type="radio"/> No
Discolouration	<input type="radio"/> Yes <input type="radio"/> No
Surface dirt / accretions	<input type="radio"/> Yes <input type="radio"/> No
Stains	<input type="radio"/> Yes <input type="radio"/> No
Other (if applicable) _____	<input type="radio"/> Yes <input type="radio"/> No

**General Comments:**

\_\_\_\_\_

\_\_\_\_\_

Report completed by

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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