



FINE ARTS LOAN AGREEMENT

Email completed form to riskinsurance@utdallas.edu
at least two (2) weeks prior to lending or
receiving any items.

LENDER INFORMATION

Lender: _____

Loan Number: _____

Contact Name: _____

Phone: _____

Organization: _____

Email: _____

BORROWER INFORMATION

Borrower: _____

Contact Name: _____

Phone: _____

Organization: _____

Email: _____

LOAN INFORMATION

Dates of Loan: _____

Purpose of Loan: _____

Location of Object(s) while on Loan: _____

Credit Line (as you wish it to appear for label and publicity purposes): _____

ITEMS

SPECIMEN NO.	OBJECT	PHYSICAL CONDITION	INSURANCE VALUE

SPECIAL INSTRUCTIONS *Include any special instructions in regards to packing, shipping, handling and installation.*

INSURANCE AGREEMENT

Lender hereby agrees to:

☐ **ELECT** fine art insurance coverage* provided by the Borrower for the maximum amount of \$_____ (total value of artwork).

**Insurance is All Risk, "Wall-to-Wall, Nail-to-Nail" coverage subject to the following exclusions: natural corrosion of material, gradual deterioration, wear and tear, war, regular mail shipments above \$1,000, nuclear reaction and radiation, artwork in unattended, unlocked vehicles and non-enclosed vehicles, and artwork located in restaurants.*

The UT Dallas Representative will contact the UT System to obtain coverage.

☐ **NOT ELECT** fine art insurance coverage provided by the Borrower. Insurance will be provided by the Lender, not the Borrower.

LENDER AGREEMENT

Items Prepared for Shipping by: _____ Date: _____

☐ I have read and accept all conditions of this form and am authorized by _____ (Institution) to allow this loan.

Signature of Lender: _____

Printed Name of Lender: _____

Title of Lender: _____

Date: _____

BORROWER AGREEMENT

☐ I am authorized to accept this loan on behalf of _____ (Institution), which accepts the conditions described in this loan agreement.

Signature of Borrower: _____

Printed Name of Borrower: _____

Title of Borrower: _____

Date: _____

INSTRUCTIONS

1. Retain a copy of this form for your files.
2. Email a scanned copy of the form to riskinsurance@utdallas.edu at least two (2) weeks prior to lending or receiving any items.

TERMS AND CONDITIONS OF LOAN

Under terms of this agreement, object(s) of this loan will receive the care and respect that is necessary to ensure the integrity of the object(s). Object(s) borrowed will remain in the possession of the Borrower for the specified time of this Agreement unless withdrawn at the discretion of the loaning institution's Director or terms of the loan are violated and the Lender revokes the loan in writing. Any extension of the loan must be approved in writing by both parties and covered by any needed extension of the insurance coverage.

Borrower may examine, measure, and photograph the object(s) for educational and non-commercial purposes using the Credit Line indicated on Page 1 of this form for label and publication purposes. The object(s) may be photographed by visitors for their own personal purposes.

Loaned objects shall be held and returned in the same condition in which they are received by the Borrower. Damage to the objects while in the Borrower's custody, either during shipment or at their facility, will be reported immediately to the Lender's designate. No measure of repair, beyond immediate stabilization during a catastrophe, will be undertaken by the Borrower.

Artifacts shall be insured for the amount specified herein by the Borrower under its wall-to-wall fine arts policy. Insurance will be obtained in the amount specified by the Lender which must reflect current market value. If the Lender fails to indicate an amount, the Borrower, with implied concurrence of the Lender, will set a value for the purpose of insurance for the period of the loan. This is not to be considered an appraisal by the Borrower.

If the Lender elects to maintain its own insurance coverage, the Borrower must be supplied with a certificate of insurance waiving the rights of subrogation against the Borrower. If insurance is waived by the Lender, this waiver shall constitute agreement of the Lender to release and hold harmless the Borrower from any liability for damage or loss of the loaned materials. The amount payable by insurance secured in accordance with this loan agreement is the sole recovery available to the Lender from the Borrower in event of loss or damage.

It is the responsibility of the Lender or his/her designee to promptly notify the Borrower in writing if there is any change in ownership of the items or change of address of the Lender. The Borrower assumes no responsibility to search for the Lender or its designee who cannot be reached at the address of record.

It is understood and agreed that, except for those rights specifically set forth in this agreement, nothing herein shall give the borrower any right, title or interest in the object(s) which are the sole and exclusive property of the Lender.

LENDER AGREEMENT

Item(s) will be returned in the same condition as when received, except as noted: _____

Packed by: _____ Date Shipped: _____

Method of Shipment as Agreed upon by both Parties: _____

Date the Shipment was Released from Borrower: _____

Signature of Borrower: _____ Printed Name of Borrower: _____
