

CUNY DOMINICAN STUDIES INSTITUTE GALLERY (CUNY DSI GALLERY)

Art Loan Agreement

Exhibition Title:	
Exhibition Dates:	
Opening Reception Date:	
Date Artwork is Due at CUNY DSI	
ARTIST/OWNER/GROUP Name:	
Organization:	
Street Address:	
City, State, Zip:	
Email Address:	
Phone:	
Cell:	

1. AGREEMENT

1.1 This is an agreement (“Agreement”) between the CUNY Dominican Studies Institute (CUNY DSI) and _____ (“ARTIST/OWNER”) for an exhibition of _____ (ARTWORK).

1.2 The ARTWORK listed and described in the attached Exhibition Inventory is hereby consigned by the ARTIST/OWNER for exhibition in the CUNY DSI GALLERY and is warranted by the ARTIST/OWNER to be his/her original creation and/or his/her unencumbered property, or if not the artist or owner, has permission from the owner or the artist to lend the ARTWORK for the purposes of the Exhibition and on the terms set out in this Agreement.

1.3 The ARTWORK is consigned to the CUNY DSI GALLERY for the sole purpose of exhibition and will not be offered for sale by the Gallery.

1.4 This Agreement covers only the works listed in the attached Exhibition Inventory and does not create a general agency for any other of the ARTIST/OWNER’s work.

2. GALLERY LOCATION

CUNY DSI GALLERY is located at The City College of New York, 160 Convent Avenue, New York, NY 10031.

3. EXHIBITION DESCRIPTION

3.1 The exhibition, entitled _____, is a **SOLO OR GROUP** show. It contains the work itemized in the Exhibition Inventory, attached hereto.

4. EXHIBITION SCHEDULE

4.1 Exhibition Dates: From: _____ To: _____

4.2 Exhibition Preview and Reception Date: _____. CUNY DSI will provide refreshments at the opening reception.

4.3 Public Viewing Hours: The public is welcomed to view the exhibition during regular Gallery hours. All exhibits are free and open to the public.

5. TOUR

5.1 If CUNY DSI GALLERY and ARTIST/OWNER have agreed that the exhibition will tour to other venues from the CUNY DSI GALLERY, the Gallery will be responsible for arranging the transportation to the other venues and the other venues will be responsible for the cost of transportation. In addition, the other venues will assume the same responsibilities that are in this document as those assumed by the CUNY DSI GALLERY.

6. TRANSPORTATION

6.1 ARTIST/OWNER assumes all responsibility for the safe transportation of all artwork, including insurance (if desired) in transit to and from CUNY DSI.

6.2 ARTIST/OWNER is responsible for the delivery of all work to be exhibited and for meeting the due date, stated above, for all artwork to arrive at CUNY DSI.

6.3 ARTIST/OWNER will be responsible for packing the work prior to delivery to the gallery.

6.4 ARTIST/OWNER will pay for the cost of packing the work and for return postage and packaging.

7. INSTALLATION

7.1 This exhibition will be installed during gallery hours on _____ and _____. CUNY DSI GALLERY will provide ARTIST/OWNER with reasonable access to the gallery for the installation of this exhibition and will be available during installation for consultation and approval of placement. CUNY DSI GALLERY reserves the right to reject any work from the gallery, at ARTIST/OWNER expense, which CUNY DSI GALLERY, in its sole opinion, deems unacceptable for any reason whatsoever.

7.2 ARTIST/OWNER is responsible for the installation of all such work. No change of any kind may be made to the floors, walls, ceilings, doors, or any fixtures or equipment in the gallery without prior written consent of CUNY DSI GALLERY. ARTIST/OWNER assumes full responsibility for obtaining any tools and/or materials necessary for the exhibition. ARTIST/OWNER agrees to leave all work on display for the duration of the exhibition. CUNY DSI GALLERY assumes no responsibility for any work or materials left in the gallery, either after installation or after the scheduled pick-up date.

7.3 ARTIST/OWNER agrees to clearly and accurately label in legible written form on the back of said ARTWORK: Artist/Owner's name, title of piece, date, size, media, and value.

7.4 ARTIST/OWNER agrees to have said ARTWORK properly framed, wired, and ensure the ARTWORK is ready for installation upon delivery to the CUNY DSI GALLERY. All ARTWORK shall have the structural integrity to withstand the duration of the exhibition.

8. DE-INSTALLATION

8.1 CUNY DSI GALLERY reserves the right, at its sole discretion, to temporarily uninstall any time before, during, or after Gallery hours either a portion or the entire exhibition for up to two consecutive days.

8.2 The ARTIST/OWNER will be responsible for de-installing and repacking the work for return transport and must do so within five (5) days of the last date of the Exhibition.

8.3 ARTIST/OWNER will have ten (10) days from the last date of the Exhibition to pick up the ARTWORK or to arrange, and pay for its return shipment.

9. HOLD HARMLESS (LOSS, DAMAGE AND INSURANCE)

9.1 ARTIST/OWNER assumes all risk for loss or damage to his/her work during transportation and prior to, during, and after the exhibition. The attached Exhibition Inventory constitutes the full and complete inventory, including value of work to be installed for the subject exhibition.

9.2 ARTIST/OWNER agrees that he/she is solely responsible for adequate insurance of ARTWORK during the exhibition period.

9.3 ARTIST/OWNER agrees to take responsibility for music, performance and other equipment that s/he brings to the CUNY DSI GALLERY. The CUNY DSI GALLERY will not be liable for any damage or losses incurred to equipment.

9.4 ARTIST/OWNER agrees to hold harmless the officers, employees, and agents of CUNY DSI, the City University of New York, and The City College of New York, for any personal physical

injury or property loss or damage to ARTIST/OWNER's work, equipment or supplies in connection with this exhibition.

10. PRESENTATION AND SELECTION

10.1 ARTIST/OWNER will supply work that is professionally presentable and safe to display. Framed work and fragile items must be pre-approved by the CUNY DSI GALLERY.

10.2 ARTIST/OWNER must also provide brief biographical statement (maximum 250 words), a professional resume, and a catalogue description of the ARTWORK.

11. PUBLICITY AND PROMOTION

11.1 CUNY DSI GALLERY will be responsible for the marketing of the exhibition through the Web and print, and will distribute press releases to the media. ARTIST/OWNER agrees not to issue any public announcement about the exhibition without approval from CUNY DSI GALLERY.

11.2 CUNY DSI GALLERY will be responsible for, or may commission, the design, printing, and distribution of announcements for this exhibition and will provide ARTIST/OWNER with an agreed upon number of announcements for his/her/their personal use. (If other arrangements are made with the ARTIST/OWNER regarding the announcements, they will be specified in this agreement.)

11.3 CUNY DSI GALLERY will be responsible for, or may commission, the design and printing of the Exhibition Catalog. The ARTIST/OWNER will be responsible for providing CUNY DSI GALLERY with images, descriptions, and details about the ARTWORK and any other text required for the Exhibition Catalog.

11.4 CUNY DSI will apply its in-house editorial Style Guide and Visual Identity Guidelines to all collateral produced for the promotion/publicity of the Exhibition.

12. COPYRIGHT AND REPRODUCTION RIGHTS

12.1 The ARTIST/OWNER represents and warrants that s/he owns the copyright to the ARTWORK including all rights of reproduction. If the ARTIST/OWNER is not the owner of the copyright for any ARTWORK, the ARTIST/OWNER is required to obtain all necessary permissions. The ARTIST/OWNER retains copyright in the ARTWORK (if the ARTIST/OWNER is the copyright owner) and all reproduction rights save for the following limited rights granted to the CUNY DSI GALLERY:

>reproduction in the Exhibition Catalog

>reproduction for use in publicity material for the Exhibition

>reproduction to accompany critical review of the Exhibition

>reproduction to be included in an archive providing a record of the Exhibition history of the CUNY DSI GALLERY, and consisting of a non-lending reference and research resource.

12.2 The ARTIST/OWNER grants CUNY DSI GALLERY the right to photograph the ARTWORK for publicity or promotional purposes.

12.3 The CUNY DSI GALLERY will credit all photographs with the ARTIST/OWNER's name, the title of the ARTWORK and the name of the photographer.

13. RIGHT OF PATERNITY

13.1 Right of Paternity: The ARTIST, even if not necessarily also the owner of the ARTWORK, hereby asserts his/her right to be identified as the creator of the ARTWORK whenever the ARTWORK is exhibited in public.

14. GOVERNING LAW

14.1 This Agreement is governed by the laws of the State of New York.

15. FORCE MAJEURE

15.1 Neither the CUNY DSI GALLERY nor the ARTIST/OWNER will be liable for any delay or failure to perform its obligations under the Agreement if the delay or failure results directly from events or circumstances outside its reasonable control.

16. WHOLE AGREEMENT

16.1 This Agreement, including Exhibition Inventory and the Policies and Procedures Governing Use of the CUNY DSI GALLERY, contains the entire agreement between CUNY DSI GALLERY and the ARTIST/OWNER and replaces any other agreements or understandings written or verbal.

17. CHANGING THE AGREEMENT

17.1 Any amendment to this Agreement, including the Exhibition Inventory, shall be in writing and signed by both parties.

18. APPENDICES

18.1 The attached Exhibition Inventory is an integral part of this Agreement.

18.2 The attached Rules and Regulations Governing Use of the CUNY DSI GALLERY (RULES) is an integral part of this agreement and is incorporated herein by reference. By signing this Agreement, the ARTIST/OWNER affirms that he/she has read the RULES and agrees with all of its terms and conditions.

19. TERMINATION

19.1 The ARTIST/OWNER may remove the ARTWORK from the Exhibition and/or terminate the Agreement by giving written notice to the CUNY DSI GALLERY 30 days prior to the scheduled date of the Exhibition. The CUNY DSI GALLERY may withdraw or refuse to exhibit any ARTWORK if it considers the ARTWORK contravenes any statute or statutory regulation or by law. In addition, the CUNY DSI GALLERY may terminate this Agreement if the ARTIST/OWNER is in default or breach of any term or provision of this Agreement and has failed to rectify the breach within 72 hours following receipt of a previous notice from the CUNY DSI GALLERY bringing the breach to the ARTIST/OWNER’s attention.

ACCEPTANCE AND SIGNATURES

I hereby agree to abide by all conditions set forth in this Agreement.

ARTIST/OWNER

FOR CUNY DSI GALLERY

Print full name above

Print full name above

Signature

Signature

Date

Date

INVENTORY OF ARTWORK FOR EXHIBITION TITLED: _____ DATES OF EXHIBITION: _____

#	TITLE AND DATE OF PIECE	ARTIST OR OWNER	DIMENSIONS HxWxD	MEDIUM	MOUNTING	SALES VALUE	INSURANCE VALUE
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

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