Terms and Conditions of Loan Agreement

1. **INSURANCE:** Unless the **Lender** (Artist and/or Owner) elects to provide their own insurance, the **Borrower** (SAMA) at its expense will insure the borrowed objects for the amounts specified on the face of this loan agreement against all risks of physical loss or damage from any cause while in transit, within the possession of, or on approved loan to a third party by the Borrower. The Lender will be named as an additional insured, and a certificate of insurance will be furnished to the Lender, if requested. The Lender agrees that Borrower’s limit of liability for loss or damage to the borrowed object(s) shall be the amount specified on the face of this loan agreement.
2. **TRANSPORTATION AND PACKING:**
   1. ***Costs:*** The cost of transportation of the loaned items between the Lenderand theBorrower at the beginning and end of the loan is the responsibility of the Lender. Alternative arrangements must be agreed to by both parties and will be listed on the front of this Loan Agreement, listed under the Shipping Information heading.
   2. ***Shipment:*** If the loaned item(s) are shipped, the Lender must provide a return paid shipping label with the loaned items for the Borrower to return the loaned items at the end of the loan.
   3. ***Packing***
      1. The responsibility of packing the loaned items to be fit for travel and handling by Borrower staff is the responsibility of the Lender. If necessary, Borrower staff can collect and pack loaned items but this arrangement **must** be made in advance between the Lender and the Borrower.
      2. After unpacking an incoming shipment, the Borrower will save all reusable packing materials (interior papers and boxes/crates) for return shipment.
      3. Packing for return shipment must duplicate the method of packing used by Lender for shipment to Borrower.
3. **CARE AND PRESERVATION:**
   1. ***Care:*** The Borrower shall use all care and diligence considering the age and nature of the objects, to prevent damage to the objects and return them in as good condition as they were when received by the Borrower from the Lender. In order to protect the objects, the Borrower hereby agrees to take the following precautions:
      1. Handling at all times during the loan shall be kept to a minimum.
      2. Prior to handling, staff members unpacking, moving or re-packing the loaned objects will be informed of the type, material composition and condition of the objects.
      3. The Borrower will supply sufficient staffing to move objects - crated or uncrated - Prior to release of the objects, the Lender will inform the Borrower of any special handling requirements for safe moving of specific objects coming on loan when applicable.
      4. When moving, individual objects will be supported underneath, rather than by appendage. If moving in a group, objects will be placed flat in padded boxes or strapped to a padded cart. Care will be taken to prevent objects from shifting in position while moving.
   2. ***Security:***
      1. From the time they are received until they are released, the loaned objects shall be kept in a secure area. This shall apply to objects when crated as well as uncrated. Except while on exhibit, this area shall be one with minimum access, kept always locked.
      2. While on exhibition, objects will be within normal visibility of security personnel.
   3. ***Repair:*** The loaned objects shall not be cleaned, repaired, retouched, or altered in any way by Borrower without prior written consent of Lender.
   4. ***Damage or Loss:*** If damage or loss occurs in shipment or at any time during the loan, the Borrower will immediately inform the Lender in writing about the nature and extent of damage or loss.
4. **PHOTOGRAPHS:** The Borrower may photograph any of the loaned objects and may use such photographs in connection with an exhibition, catalogue, publication, or other publicity, or for other scholarly purposes.
5. **WITHDRAWAL:** In an event of noncompliance by the Borrower with any of the terms and conditions of this loan agreement, the Lender reserves the right to require return of any or all the objects loaned.
6. **SALES**: Loaned artworks cannot be sold during the time of the exhibit. Artworks may be available for purchase to the general public and sold by the artist through the Museum Gift Shop during the period of the loan and after the exhibition close. Interested buyers’ may inquire if an artwork will be available for sale in the Gift Shop after the exhibition closes and may purchase and pickup within 5 business days following the exhibition close date. The proceeds received by the Museum on the sale of loaned art in the Gift Shop are a donation to the Museum by the seller (artist/owner). All sales of artwork will yield a 35% commission to the Museum and be conducted through the Gift Shop.