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**ART LOAN AGREEMENT**

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**1A. Name of College:** Mesa Community College

**1B. Name of College Contact and Contact Information (phone number and e-mail):** Tracey Blocker 480-461-7294 tracey.blocker@mesacc.edu

**2. Exhibit Lender Information:**

Name/Organization: Mesa Community College  
Address: MCC Gallery  
Contact Name: Tracey Blocker  
Telephone Number: 480-461-7294  
Email Address: tracey.blocker@mesacc.edu

**3. Lender is one of the following:**

- A museum or like organization that owns the art to be loaned
- The artist of the art to be loaned
- Other, please specify:

**4. Description of the Art to be Loaned (“Art”):**

The Lender agrees to provide a detail list of the Art loaned – Exhibit A along with Lender’s valuation or third parties valuation of the Art. The list must identify each piece of Art, including a number and description.

**5. Fees/Payments for Loaned Art:** N/A

**6. Exhibition Period:** Art display dates: from October 30, 2024 to December 12/2024.

- Lender will ship the Art no later than \_\_\_\_\_ and College shall ship the Art so that it arrives back at Lender’s location by no later than \_\_\_\_\_.
- College shall pick up the Art on \_\_\_\_\_ and transport it to College, and transport the Art back to Lender’s location by no later than \_\_\_\_\_.

The Lender will be installing the Art on 10/21/2023- 10/22-2024 and will uninstall the Art on 12/13/2024.

**College shall select, within its sole discretion, the most appropriate means for shipping the Art back to the Lender.**

Lender certifies that the Art is in a condition to withstand the ordinary strains of packing, transportation, and handling. Lender shall be responsible for packing the Art for transportation, and for assuring that packing is adequate and secure for transportation. Lender understands that, for purposes of packing the Art to return to Lender, College will reuse the materials in which Lender originally packed the Art for transportation to College.

Special instructions for shipping: N/A. Artist will pick up.

**7. Exhibition Location:** College will exhibit the Art at the following location(s): MCC Art Gallery

**8. Insurance:** As a condition for providing insurance coverage for the Art while in the custody and control of College, College must have a satisfactory, independent valuation of the Art. Valuation documentation that Lender provides under Paragraph 4 of this Agreement may satisfy this requirement if the Lender is someone other than the artist who made the Art. If College does not have the valuation documents required under Paragraph 3, Lender understands that College’s insurance may not cover the Art while it is in College’s custody and control.

**9. Damage or Loss Claims:** College has procedures that must be followed if Lender believes that the Art was damaged or lost while in the custody and control of College. In those situations, Lender should contact the College contact specified in Paragraph 1.B.

**10. College and Lender Responsibilities:**

- 10.1 College agrees to use the Art only in the manner and for the purpose set forth in this Agreement. The Art will not be lent to a third party
- 10.2 College will use oversight of experienced art handlers for unpacking, installation, storage and repacking.
- 10.3 College shall examine the condition of the Art to match those noted on the Lender's condition summary. College will report any variation with the summary by phone to the Lender representative identified in Paragraph 2 immediately following the initial examination of the Art. College shall complete a condition report at the beginning of the exhibition and shall review and verify the condition report at the conclusion of the exhibition. Should any damage or loss occur to the Art while in College's custody or control, College will notify the Lender promptly.
- 10.4 The Art will not be altered in any manner without the permission of the Lender.
- 10.5 College art cases all have lower voltage, lower wattage quartz lights at 12 watts each. Art cases are constructed and located so as to avoid exposure to direct sunlight or fluorescent lighting without filters. College's central plant operates only during college business hours and is shut down on nights and weekends. Normal operating hour temperatures are maintained at 65 to 80 degrees. Building temperatures outside of normal operating hours range from 65 to 100+ degrees. Heating, ventilation and air conditioning systems are subject to power outages and equipment failure.
- 10.6 College exhibition cases are located in areas equipped with certified fire and security systems. College campus is equipped with security cameras and public safety officers 24-hours a day.
- 10.7 College contracts with a trained art installer to execute and oversee unpacking, installation, dismantling and repacking of the Art at College.
- 10.9 College may photograph the Art for publicity, condition reports, and educational (non-profit) use only. Press photographers will receive direction from a member (s) of College's staff familiar with the exhibition.
- 10.10 Lender will draft exhibition labels, including object, text and interpretative comments, which College and Lender may review. College has responsibility for all final exhibition text. Lender has responsibility for delivering all final text panels, labels and any promotion materials that will be used with the Art in the exhibition at the time of delivery of the Art to College.
- 10.11 Lender has responsibility for all elements of graphic and three dimensional design of the exhibition.
- 10.12 Lender and College will jointly publicize the exhibition. All publicity will credit College in addition to the Lender and sponsors.
- 10.13 College will exercise the same care with respect to the Art as it does in safekeeping its own art collections. Lender agrees that in the event that any of the Art is lost or damaged, recovery, if any, will be limited to such amount as may be paid by the College's insurer, if applicable under Paragraph 8, plus any deductible. Lender releases College from any further liability for claims arising out of such loss or damage.

**Signature page follows.**

**MCCCD**

**EXHIBITOR LENDER**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



*NOTE: Legal approval required only when the template language has been revised (redlined) or the cost exceeds the delegated signature authority expense limit (\$50,000 one year; \$100,000 multiple years).*

