

# LOAN OF ART AGREEMENT with CHRIS WHITE GALLERY

The undersigned ("Lender") hereby lends to the Chris White Gallery of the Chris White Community Development Corporation ("Gallery") the objects described herein, subject to the terms and conditions set forth. The Gallery is a 501(c)(3) non-profit corporation.

PLEASE PRINT

Lender's Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Website \_\_\_\_\_

Title of Exhibition: \_\_\_\_\_

Date of Delivery: \_\_\_\_\_ Opening Reception: \_\_\_\_\_ Pickup Date: \_\_\_\_\_

## DESCRIPTION OF OBJECTS ON LOAN

TITLE	SIZE	MEDIUM	YEAR	SALE PRICE
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

PLEASE PRINT

For example: Starry Night, 29x36-inch oil painting, 1889, \$100,000,000.

**INSURANCE:** I acknowledge that my property, including, without limitation, any art or other items on display, may be damaged, lost, or stolen during exhibition, and I acknowledge and understand the risk involved by allowing such property to be displayed at the Gallery. I understand that the Gallery does not insure the artwork, and if I so choose, I must acquire my own insurance. If I so choose such insurance, I agree to submit a copy of the insurance policy to the Gallery. The Gallery has the absolute right, in its sole discretion, to remove or to relocate any artwork. The Gallery acknowledges that it must inform me of any such change within 48 hours. I agree to indemnify and hold the Gallery, the Chris White Community Development Corporation, employees, or designated representatives, harmless from any type of intellectual property infringement, including but not limited to patent, copyright, or trademark infringement and any personal injury or property damage claim, now or in the future, that I may suffer as a result of the exhibition.

The Lender acknowledges that he/she has full authority and power to make this loan, that he/she has read the conditions above and on Page Two of this form, and that he/she agrees to be bound by them.

Lender Signature \_\_\_\_\_ Date \_\_\_\_\_

Gallery Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

Chris White Gallery  
701 N. Shipley Street  
Wilmington, DE 19801  
<https://www.chriswhitegallery.com/>  
302 475-0998



# CONDITIONS GOVERNING LOANS to CHRIS WHITE GALLERY

## PUBLICITY PHOTOS

The Lender grants the Gallery permission to use images of loaned artwork in publications and marketing materials, including written or digital. In addition, Lender waives the right to inspect or approve the finished product in which images appear. Photos of loaned items will be identified by the creator's name, title, and date.

## SALE OF OBJECTS

The Gallery assumes responsibility for sales of work loaned to it. The Gallery will only sell the artwork for the price stated by the lender in the Object Information List unless a revised price is approved by the Lender and the Gallery. Lender will receive 70% of the sales price, payable within 30 days of the exhibit's end date. The Gallery will keep 30% of the sales price as its sales commission.

## DELIVERY OF OBJECTS

Lender will deliver objects to the gallery on the delivery date specified on the face of this agreement. Each object will be identified by title. Such identification can be on the back or bottom of the object, making clear to the Gallery which object is which.

## RETRIEVAL OF LOANED WORK

Unless otherwise agreed to in writing by the Lender and the Gallery, a loan is terminated on the Date of Retrieval specified on the face of this agreement.

Loaned objects will be packed in the original materials provided by the Lender for retrieval at the end of the loan period. The work will be retrieved by the artist on the Date of Retrieval unless otherwise agreed upon in writing by the Gallery and Lender.

If the Lender's efforts to retrieve objects on the Date of Retrieval are unsuccessful, the objects will be maintained at the Lender's risk and expense for an additional 30 days. The Lender is on notice that a retrieval or renewal must be affected within 30 days of the Date of Retrieval or else a gift of the object will be inferred.

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