

CITY OF LEANDER
Leander Public Arts Commission (LPAC)
DISPLAY OF ART IN PUBLIC PLACES LOAN AGREEMENT
(due at least 30 days before date of schedule exhibition)

This agreement includes:

- Lender Identification
- Loan Time Frame and Pick-Up Requirements
- Lender Insurance Information
- Hanging Art (Painting, Photography and Textile) Rules for Exhibits
- Detailed Art Description
- Signature Block
- Attachment A – Conditions Governing Loan of Art to City of Leander
- Section for the Borrower (City of Leander)

Lender Identification:

Name of Lender:

Name of Owner (if different from Lender):

Address: _____ City: _____ ST: _____ Zip: _____

Phone: (Day) _____ (Eve) _____ Email:

Web site: _____

Artist Bio (short paragraph)

Picture of Artist (photo or a self-portrait) - Send a digital copy to Artists@leandertx.gov **Note:** Picture of Artist (pdf, .or .jpg, need at least 600 by 900 ppi) and no more than 1,200 by 1,500 ppi

Loan Time Frame and Pick-Up Requirements

Loan period: Term of loan shall begin on _____ and end on _____ as a loan under the conditions attached. (See [Public Art Events](#) - http://www.leandertx.gov/page.php?page_id=177)

All artworks must be picked up on _____ by ____ PM unless other arrangements are made prior to de-installation day. (See [Public Art Events](#) - http://www.leandertx.gov/page.php?page_id=177)

Lender Insurance Information

Does Lender waive coverage under the City's insurance policy? **Y / N** If yes, then provide certificate of insurance .

Do the parties agree to waive all insurance coverage? **Y/N**
If yes, then state value of exhibition:
(Only available for exhibitions valued at less than \$1,000)
\$_____.

CITY STAFF: Contact Leander's Economic Development Office, at (512) 528-2852 or artists@leandertx.gov for questions regarding insurance coverage for art under the City's Texas Municipal League Insurance Policy. When the work is picked up and removed from city property, please contact the community's Economic Development Office to have the work unlisted from the insurance policy.

Hanging Art (Painting, Photography and Textile) Rules for exhibits

1. Art must be mounted, framed or wrapped-canvas that can be hung.
2. Art must have wires or saw tooth hangers.
3. Lender agrees to the Conditions of loaning art (*see Attachment "A" for Condition details*)
4. If Art is available for sale, please provide Title, Price and Contact Information attached to front of Art (*Note: the price of Art will be in [LPAC Exhibit Brochure](#)*)

ATTACHMENT A - CONDITIONS GOVERNING LOAN OF ART TO CITY OF LEANDER:

Objects on loan to the City of Leander (the "City") shall remain in its possession for the time specified on the face of this agreement unless specific arrangements are made for extension of the loan in accordance with the City of Leander Guidelines for Display of Art in Public Places (the "Policy"). Objects may be withdrawn from exhibition only by mutual consent of the lender and the City or when the object is a safety hazard, in accordance with the Policy.

CARE AND PRESERVATION

The City shall take every reasonable precaution to secure the safety of the artwork on loan to the City, but is not responsible for damage or theft. Evidence of damage to objects at the time of receipt or while in the City custody will be reported immediately to the lender. No alteration, restoration, or repair of objects will be undertaken without the written authorization of the lender. The lender certifies that the objects lent are in good condition and will withstand ordinary strains of packing and transportation.

TRANSPORTATION AND PACKING

Cost of transportation and packing will be borne by the lender. The method of shipment and delivery is borne by the lender. Materials included in this loan shall be packed for shipment by an experienced and competent packer. The City is not responsible for objects during shipping or delivery.

INSURANCE

Unless otherwise instructed in writing or provided otherwise in this agreement, the City's insurance policy will provide coverage for objects on loan to the City for the amount specified on the face of this agreement, against all risks of physical loss or damage from covered perils while on location during the period of the loan. This coverage is subject to the deductible as indicated in the insurance policy. **The City will pay for damages up to the maximum deductible amount for objects damaged while on loan to the city and located at a City-owned or leased facility, unless the damage is caused by lender's intentional or negligent acts or omissions.** The City will be responsible for borrowed items only during the term of the loan.

The policy referred to and the coverage provided hereunder is subject to the exclusions stated in the policy. A certificate of insurance will be sent upon request.

If the lender waives coverage under the City policy and chooses to maintain his/her own insurance, the City must be supplied with and approve a certificate of insurance naming the City as an additional insured, and waiving subrogation against the City, unless the exhibit is valued at less than \$1,000 and the parties

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agree to completely waive insurance coverage. If the lender chooses to maintain his/her own insurance, this loan agreement shall constitute a release and hold harmless of the City and each of its officers, agents, employees, and contractors from any liability in connection with this agreement. Further, the lender and the owner shall indemnify the City, its officers, employees, agents, representatives and successors from any and all manner of actions and causes action, rights, suits, covenants, contracts, agreements, judgments, claims and demands, whether in law or in equity, resulting from his agreement. The City does not accept responsibility for any error or deficiency in information furnished to the lender's insurer or any lapses in coverage. By mutual consent of the Lender and City, the City may disclaim liability for items valued at less than the City's insurance deductible.

PUBLICITY AND PHOTOGRAPHY

Unless the City is notified in writing to the contrary, it is understood that the objects on loan may be photographed and reproduced in City publications and for publicity purposes connected with the exhibition.

INSPECTION OF ARTWORK

Lender shall inspect the artwork at the time lender picks up the artwork and shall advise the City of any damage to the art at that time.

COMPLIANCE WITH POLICY

The City and the lender shall comply with the terms of the Policy, which is attached hereto and incorporated herein by reference for all purposes.

Signature Block

Lender (or authorized agent): _____	Borrower's Name <u>City of Leander</u>
Signature: _____	Signature _____
Date: _____	Date: _____

THIS SECTION IS FOR THE BORROWER (City of Leander Only):

Receipt of Art

Staff Member who received
work: _____

Date work
received: _____

Address: 100 N Brushy (Blue House). City: Leander ST: TX Zip: 78641

End of Exhibit Return of Art

Staff Member who returned work: _____

Date work returned: _____

Exhibit Locations

Location(s) where art will be displayed: _____

Art will be picked up: 100 N Brushy (Blue House) City: Leander ST: TX Zip: 78641