



City of  
**Leander**

**LOAN APPLICATION & AGREEMENT  
FOR THE DISPLAY OF ART IN PUBLIC PLACES  
CITY OF LEANDER PUBLIC ARTS COMMISSION**

**OWNER/LENDER INFORMATION**

Name of Owner/Lender: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Information

Day Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Web Site \_\_\_\_\_

Artist Biography (One paragraph per artist. If there multiple artists provide on a separate sheet.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Artist Photo or Self-Portrait (Send digital copies to [Bosak@leandertx.gov](mailto:Bosak@leandertx.gov))

Owner/Lender Insurance

- Does owner/lender waive coverage under the City insurance policy? \_\_\_ Yes \_\_\_ No
  - If Yes, provide proof of insurance
- Do the parties agree to waive all insurance coverage? \_\_\_ Yes \_\_\_ No
  - If yes, state value of art (list each piece separately)

**RULES FOR LOANING & EXHIBITING ART**

- Art must be mounted, framed or wrapped-canvas and have wires/saw-tooth hangers so that it can be hung.
- Owner/lender must agree to the Conditions of Loaning Art (See Attachment A)
- If art is available for sale, please provide the title, price and contact information on 3"x5" note cards and attach to the front the each piece.
- Art must be delivered and picked up on the agreed day and times specified for each exhibit period by the City. The delivery and pick up locations are the Leander Parks & Recreation Office (406 Municipal Dr., Leander, TX 78641 – 512.528.9909).



## ATTACHMENT A – CONDITIONS GOVENING LOAN OF ART

Objects on loan to the City of Leander (City) shall remain in its possession for the specified time of the exhibit unless arrangements are made otherwise, and agreed to by all parties.

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

**Transportation & Packing.** Cost of transportation, packing, method of shipment and delivery is borne by the owner/lender. The City is not responsible for objects damaged during shipping or delivery.

**Insurance.** Unless otherwise instructed in writing or provided elsewhere in this agreement, the City's insurance policy will provide coverage for loaned objects for the amount specified on the *Detailed Art Description Form*. Coverage shall include all risks of physical loss or damage from covered perils while on location during the exhibit. Coverage is subject to the deductible as indicated on the insurance policy. The City will pay for damages up to the maximum deductible amount for objects damaged while on loan and located at a City-owned or leased location, unless the damage is caused by the owner/lender's intentional or negligent acts or omissions. The City is responsible for loaned items only during the term of the loan.

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

If the owner/lender waives coverage under the City policy and chooses to maintain their 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 agree to completely waive coverage. If the owner/lender chooses to maintain their own insurance, this loan agreement shall constitute a release holding the City, it's officers, agents employees and contractors harmless from any liability in connection with this agreement. Furthermore, the owner/lender shall indemnify the City, its officers, employees, agents, representatives and successors from any and all manner of actions, cause actions, rights, suits, covenants, contracts, agreements, judgments, claims and demands, whether in law or in equity, resulting from this agreement. The City does not accept responsibility for any error or deficiency in information furnished to the owner/lender's insurer

or any lapses in coverage. By mutual consent of the owner/lender and City, the City may disclaim liability for items valued at less than the City insurance policy deductible.

**Publicity & Photography.** Unless the City is notified in writing to the contrary, it is understood that loaned objects may be photographed and reproduced in City publications and for publicity purposes connected with the exhibition.

**Inspection of Artwork.** The owner/lender shall inspect all artwork at the time lender picks it up and shall advise the City of any damage at that time.

**Compliance with Policy.** The City and owner/lender shall comply with the terms of the policy, attached hereto and incorporated herein by reference, for all purposes.

**OWNER (Lendor)**

**CITY OF LEANDER (Borrower)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<b>For City Use Only</b>	
Art received by: _____	Date received: _____
Art returned by: _____	Date returned: _____
Exhibit location(s): _____	