



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

OWNER/LENDER INFORMATION

Name of Owner/Lender: _____

Email Address: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Website: _____

Artist Biography/Artist Statement: _____

Photo or Self-Portrait (Send digital copies to PublicArt@leandertx.gov) (Optional)

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 or framed and have wires/saw-tooth hangers so that it can be hung safely and securely. The City of Leander will not install any hanging equipment to the art pieces on loan for exhibits.
- Owner/lender must agree to the Conditions of Loaning Art (See Attachment A)
- Art must be delivered and picked up on the agreed day/time and month specified for each exhibit period by the City. The delivery and pick up location is the Leander Parks & Recreation Office (406 Municipal Dr., Leander, TX 78641, 512-528-9909).

For City Use Only

Art received by: _____ Date received: _____

Art returned by: _____ Date returned: _____

Exhibit location(s): _____

DETAILED ART DESCRIPTION FORM

Please describe each piece of art being submitted and provide a web link to the images or email images (Identifying each piece by item number and title) to PublicArt@leandertx.gov. The information provided will be used for promoting the exhibit, pieces in the exhibit, and the art pieces description card that will accompany the piece once on display.

<i>Item No.</i>	<i>Title</i>	<i>Artist Medium (Oil, Water, etc.)</i>	<i>Dimensions (Including Frame)</i>	<i>Insurance Value</i>	<i>Sale Price</i>
1	Description of Piece:				
2	Description of Piece:				
3	Description of Piece:				
4	Description of Piece:				
5	Description of Piece:				

ATTACHMENT A – CONDITIONS GOVERNING 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/lender 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 with recognition of the Artist.

Inspection of Artwork: The owner/lender shall inspect all artwork at the time owner/lender drops off artwork on site and picks up artwork 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 (Lender)

CITY OF LEANDER (Borrower)

Signature

Signature

Date
Updated 1/20/2020

Date