



Artwork for Consideration

Loan of Artwork Agreement

The Halton Healthcare Services Art Council will consider artwork listed in this application for temporary loan. Not all works submitted for review will be accepted for loan. Only applicants whose work has been selected will be contacted.

Lender Information

Lender's Name(s): _____

Address: _____

Phone: _____

Email: _____

I declare and affirm that I am the rightful owner of the item(s) listed and have full power and authority to temporarily loan such item(s).

Lender's Signature

Date

For internal office use.

Halton Healthcare Services accepts this loaned artwork to temporarily add to the Halton Healthcare Services Art Collection.

Chair, Halton Healthcare Services Art Council

Date

Description of Artwork(s)

Artist Name: _____

Title: _____

Date Created: _____

Size (HxWxD): _____ Medium: _____

Condition of Artwork: _____

Acquisition Date: _____ Insurance Value: _____

Number of Works Loaned: _____ Length of Loan: _____

Start Date: _____ End Date: _____

Where is the work stored? *(Please provide address and contact information)*

Is the artwork packaged/crated? Y N

If yes, please indicate packing method and packaged size of artwork.

Do you require a shipping company to pickup the artwork? Y N

Additional Information Attached: Y N

Additional Information

Please note any specific information to be included in the artwork label(s).

- Yes, I have read, understand and agree to the terms outlined in the New Oakville Hospital Art Council Policy and Procedure.
- Yes, I have read, understand and agree to the Loan Conditions outlined on the Artwork for Consideration – Loan Conditions on the following page.

Loan Conditions

1. Under the terms of this agreement, Halton Healthcare Services (HHS) will exercise the same care in respect to all loans as it does in the safekeeping of its own property.
2. Objects lent to HHS for exhibition or extended loan shall remain in its possession for the time specified in the Loan Agreement. Loans will be returned only to the owner or lender, or to his or her authorized agent or representative.
3. All loaned artwork will be insured as part of the HHS building insurance, under a special fine art rider. *(To be approved April 2015)*
4. The lender agrees that, in the event of damage, recovery shall be limited to such amounts, if any, as may be paid by the insurer, hereby releasing HHS, its officers, employees and agents from any liability for any and all claims arising out of such loss or damage.
5. If the lender elects to insure the objects on loan to HHS with his or her fine arts insurance, HHS accepts no responsibility for damaged artwork, except in cases involving negligence by HHS and its employees and agents.
6. If legal ownership of the item(s) shall change during the period of the loan, whether by reason of death, sale, insolvency, gift or otherwise, the new owner may, prior to its return, be required to establish his or her legal right to receive the item(s) by proof satisfactory to HHS.
7. Attributions, dates and other information shown on the face of this loan agreement are as given by the lender. Any valuations shown are those stated by the Lender and are not to be considered as appraisals by HHS. The fact that an object has been in HHS's custody shall not indicate any endorsement by HHS.
8. In the event that any item(s) is offered as a gift to HHS, it is understood that unless HHS has been notified in writing to the contrary, the gift is outright and unconditional.
9. HHS accepts this loan with the understanding that the Lender has full authority to make the same. In receiving or surrendering imported objects, HHS requires that the Lender comply with all governmental regulations. If the Lender has knowledge of special conditions governing the item(s), such as copyrights, lien, etc., he or she shall inform HHS accordingly.
10. The artworks may be photographed and recorded as video, and these images may be reproduced for normal publicity, including internet publicity, educational purposes, and the exhibit catalogue before and during the exhibition covered by this Loan, and for condition records, but special permission from the Lender shall be obtained in writing for all other reproduction.