

# Loan Agreement Open Studio Acadiana Exhibition

### DATES & TIMES FOR ARTWORK DROP-OFF

Tuesday October 31 - Tuesday 7th during AcA Regular Business Hours Tuesday - Saturday 9am - 5pm

### DATES & TIMES FOR ARTWORK PICK- UP

Tuesday December 12 - Friday December 15th during AcA Regular Business Hours Tuesday - Saturday 9am - 5pm

## Official Exhibition Dates: November 11, 2023 – December 9, 2023

## Loan Period: October 31, 2023 – December 15, 2023 Objects released to:

Name: Acadiana Center for the Arts

Address: 101 W. Vermilion St., Lafayette, LA, 70501

Phone: (337) 233-7060 Contact: Jaik Faulk

Lender

Title: Visual Arts Director
Object received from: Name: Address: Phone: Email:
SEE APPENDIX A
TOTAL INSURANCE VALUE:
I have read and accept all the terms of this loan as stated on the reverse.  Jaik Faulk

Date

Borrower

Date



## LOAN AGREEMENT

## APPENDIX A

All Works by _	
On loan from	

	Title of work	Size/ Medium / year	Insurance Value/ Sale price	Is the work available for purchase? Y/N
1.				

## LOAN CONDITIONS

- 1. The Lender confirms that the information provided on this form is correct and the Lender confirms that they are legally entitled to lend the Object(s) to the Acadiana Center for the Arts on the terms of this Agreement.
- 2. The loan of the Object(s) to the Acadiana Center for the Arts shall be free of charge.
- 3. The loan of the Object(s) shall be for the period stated on page one.
- 4. The Acadiana Center for the Arts shall be responsible for transportation of the object(s) to the Acadiana Center for the Arts.
- 5. The Acadiana Center for the Arts shall be responsible for the return of the object(s) before the end of the loan period stated on page 1.



- 6. The Acadiana Center for the Arts will insure the Object(s) against loss or damage by fire, lightning, flood, explosion, burglary, housebreaking, destruction, wanton damage, larceny and theft for the amount stated above. The Acadiana Center for the Arts' liability for any damage or destruction shall be limited to the Maximum Insurable Value \$600,000.00
- 7. No repair or conservation work shall be done to the Object(s) without the Lender's consent.
- 8. The Acadiana Center for the Arts shall (fair wear and tear excepted) endeavor to maintain the Object(s) in the condition in which it entered the Art Center. It shall not, however, take responsibility for the inevitable deterioration of sensitive and perishable object(s).
- 9. The lender agrees to the reproduction of the Object (whether in black and white or color, and whether in its entirety or as a detail) in any advertising of the Exhibition, whether in print, electronic or digital media. Artist will be credited with image.
- 10. The lender agrees to the reproduction of the Object (whether in black and white or color, and whether in its entirety or as a detail) for any review of or commentary about the Exhibition, whether in print, electronic, audiovisual or digital media. Artist will be credited with image.
- 11. The lender agrees to the reproduction of the Object(s) (whether in black and white or color, and whether in its entirety or as a detail) on any poster, flyer, banner or invitation carrying details of or otherwise promoting the Exhibition.
- 12. The lender agrees to the reproduction of the Object(s) (whether in black and white or color, and whether in its entirety or as a detail) including audiovisual documentation on the website of the Borrower and/ or websites of any other museums, galleries or art spaces participating in the Exhibition. Artist will be credited with image.
- 13. The lender agrees to the reproduction of the Object(s) (whether in black and white or color, and whether in its entirety or as a detail) in any catalog or other published record of the Exhibition or in any education kit whose content draws on the Exhibition. Artist will be credited with image.
- 14. If the artwork is available for sale, and is purchased during the course of the loan period, the AcA will retain 20% of the sale price for administrative purposes, 80% of the sale price will be paid to the Artist.
- 15. The Acadiana Center for the Arts shall agree to acknowledge the Lender or collector in any display caption if required above.
- 16. This Agreement supersedes and replaces all previous agreements, understandings and promises unless amended upon and signed.
- 17. No indulgence or forbearance of any parties' obligations shall constitute a waiver.
- 18. This Agreement is governed by Louisiana law.