



4400 University Drive, Fairfax, VA 22030  
Phone: 703-993- Fax: 703-993- MSN:

Print Form

### GEORGE MASON UNIVERSITY FINE ARTS LOAN AGREEMENT

**This form must be on file in Operational Risk Management one (1) week prior to receiving the art.  
This form must be returned to the Curator of Collections/Gallery Director at School of Art, MSN 1C3.  
The Gallery Director will submit form Operational of Risk Management.**

#### DEPARTMENT INFORMATION

Purpose of Loan: \_\_\_\_\_  
Responsible Dept. and Person: \_\_\_\_\_  
Dates of Exhibition: \_\_\_\_\_

#### LENDER INFORMATION

Name of Lender: \_\_\_\_\_  
Address of Lender: \_\_\_\_\_  
Lender's Phone: \_\_\_\_\_ Lender's Fax: \_\_\_\_\_

Contact name and address for copyright clearance:

#### ARTIST / WORK INFORMATION (For additional works, use the attached form)

Artist's Name: \_\_\_\_\_ Title of Work: \_\_\_\_\_  
Medium: \_\_\_\_\_ Value of Work: \_\_\_\_\_  
Dimensions: Height: \_\_\_\_\_ Date of Work: \_\_\_\_\_  
Dimensions: Width: \_\_\_\_\_ Photographs Provided: Yes No  
Dimensions: Depth: \_\_\_\_\_ Permission to Reproduce Photos: Yes No  
Approximate Weight: \_\_\_\_\_ lbs

#### CONDITION CHECK

Arrival Date of Shipment: \_\_\_\_\_ Name of person(s) doing condition check upon arrival and departure: \_\_\_\_\_

#### INSURANCE

Fine Arts to be insured by Mason: Yes No If yes, total value of insurance: \_\_\_\_\_

I have read the Loan Conditions on page 2 and accept them. This loan agreement cannot be altered, changed, waived or or otherwise affected except by written consent from both parties \_\_\_\_\_ (Lender please initial)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Lender or Authorized Agent

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Mason Representative

## LOAN CONDITIONS

1. Under the terms of this agreement, George Mason University (Mason) will exercise the same care, in respect to all loans as it does in the safekeeping of its own property.
2. Objects lent to Mason for exhibitions 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. Objects lent to Mason will be insured by the Commonwealth's Risk Management Plan at the written appraisal provided by the lender. However, the Commonwealth and/or its insurer reserve the right to substantiate the value of any artwork that is damaged prior to settling a claim with the owner of the art. All objects lent will be insured under the Plan. This insurance excluded loss or damage due to war, invasion, hostility or war-like action, insurrection or civil commotion, confiscation by public authority for risk of contraband or illegal transportation or trade, seizure or destruction under quarantine or customs regulations, pollutants, nuclear reaction, nuclear radiation, radioactive contamination, wear and tear, gradual deterioration, inherent vice, etc.
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 Department of Risk Management (DRM), hereby releasing the Commonwealth and Mason, 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 Mason with his or her fine arts insurance, Mason accepts no responsibility for damaged artwork, except in cases involving negligence by the University 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 Mason.
7. Attributions, dates and other information shown on the face of this loan agreement are as given by the Lender. Any appraisals shown are those stated by the Lender and are not to be considered as appraisals by Mason.
8. In the event that any item(s) is offered as a gift to the Mason, it is understood that unless Mason has been notified in writing to the contrary, the gift is outright and unconditional.
9. Mason accepts this loan with the understanding that the Lender has full authority to make the same. In receiving or surrendering imported objects, Mason 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 Mason accordingly.

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