

**LOAN AGREEMENT: For works of art loaned to:
The Brush Art Gallery and Studios, 256 Market Street, Lowell, MA 01852**

Exhibition Title:

Dates:

Artist/Lender:

Address:

Phone:

Email:

Description of Loan (please correct and initial if incorrect):

Artwork 1

Title:

Medium:

Size:

Selling Price:

(including Gallery commission)

Insurance valuation:

(Note insurance documentation requirements and details below)

Artwork 2

Title:

Medium:

Size:

Selling Price:

(including Gallery commission)

Insurance valuation:

(Note insurance documentation requirements below)

Condition or work:

All objects listed are assumed to be in good condition unless otherwise noted.

Shipping of work:

VIA (pls check one): Hand Delivery UPS FedEx US Postal Svc

(Note shipping requirements below)

Special instructions _____

Please sign below after reading the terms of agreement:

Terms of Agreement:

Sales and Commission

All works will be for sale unless otherwise specified. The Brush Art Gallery and Studios will take a commission on all sales by guest artists (30% for Brush Members, 40% for non-members. Artists will receive payment in a timely manner from the Brush Art Gallery and Studios.

Photo Reproduction

The artist agrees to permit the Brush Art Gallery and Studios to photograph and/or videotape exhibited work for publicity or educational purposes.

Installation Requirements

All quilts will include a slat/dowel and wire and must be ready to hang, and/or must include any unique hardware required by the artist to appropriately display the work.

NOTE: If on delivery of or during the attempt to install your artwork Gallery personnel deem it too fragile, too unstable or improperly prepared for installation, artist will have the choice of:

1. signing an insurance waiver
2. withdrawing the artwork from the exhibition

Insurance

The Brush Art Gallery and Studios insures all objects on loan while they are at the Gallery. ***Works are not insured in transit to and from the Gallery.*** The Brush will provide personnel to protect work during Gallery hours and an alarm system after hours. The insurance valuation requested from the artist should be realistic and reflect monies received on sales of like objects. There will be a \$500.00 deductible on each object. ***Note: Per to our insurer, “the burden of proof of value will be on the owner of the artwork.”*** The best form of proof is an appraisal by a certified art appraiser verifying the valuation of your artwork. You needn't provide proof now, but it will likely be required should you file a claim – particularly if it exceeds \$2500.00.

The Gallery will NOT be responsible for damage of artwork that has been deemed by Gallery personnel to be too fragile, too unstable or improperly prepared for installation. Such artwork must be withdrawn and removed from the Gallery unless the artist signs a waiver absolving the Gallery and its insurance company of physical and financial responsibility. The Gallery and its insurance company will NOT be responsible for work left at the Gallery beyond designated artwork pick up days.

Shipping to/from the Gallery

If you are shipping your work via UPS/FedEx/USPS and wish to have the Gallery return it, a pre-paid shipping label MUST be enclosed in your box(es) or mailed to the Gallery. *The Gallery cannot under any circumstances accept a check, cash or a shipping order document with your account number on it.* The Gallery has UPS/FedEx/USPS pick up ready-to-mail packages. Drivers will NOT accept anything that does not have a pre-paid shipping label affixed to the package. Attached please find an example of a pre-paid shipping label. If such a shipping label is not provided the Gallery cannot return your work.

Picking up Work at the Close of the Exhibition

Two days at the end of each exhibition are set aside for artists who wish to pick up their work. These dates are found on the prospectus. If you or someone you designate does NOT pick up your work on these scheduled days, the Gallery and its insurance company will NOT be responsible for damage to your artwork.

The aforesaid conditions shall apply to all objects lent to the Brush Art Gallery and Studios and cannot be altered, changed, waived or otherwise affected except by written consent of the Gallery. In signing this agreement, the lender certifies that he/she is the legal owner or authorized agent of the legal owner of the object(s) described above, and that he/she has read and accepts the aforementioned conditions.

I/we agree to accept all conditions printed above form, and accept the opportunity to loan works to the Brush Art Gallery and Studios, 256 Market St., Lowell, MA 01852

Signed _____

Title _____

Date _____

Please complete and return original in its entirety except for the return shipping label sample below. Keep a copy of this art loan/insurance document for your records

Return or deliver your signed copy of this agreement to
The Brush Art Gallery & Studios
256 Market Street, Lowell, MA 01852

Example of a FedEx Pre-paid shipping label. UPS and USPS are similar. These may be purchased at the same time you ship your work. Please provide a pre-paid shipping label if you want the Gallery to return-ship your work. We absolutely *cannot* accept cash, a check, or a triplicate shipping order document containing your account number. You **MUST use a pre-paid shipping label like this:**

RollYourSender.Com Irving, TX 75063		Ship Date: 31MAY06 Actual Wgt: 1.01 LB System #: 85748311INF-12000 Account #: 5
SHIP TO: Austin, TX 78731	Invoice # Reference # PO # Dept # Ship ID	
		
(9612019) GND 019 Prepaid		1 of 1