

Shafer Gallery
Phone (620) 792-9342



Agreement For Incoming Loan: 2011 BCCC Student Juried Art Exhibition

Name _____ Hometown _____
 Address _____ Class _____
 City, State, Zip _____ Non-Traditional _____
 Phone No. _____

Drop Off Dates: 4- 28- 2011 Loan Period: 04-28-11 thru 05-12-11

PLEASE PRINT LEGIBLY—IDENTIFICATION CARDS FOR ART WORK WILL BE TYPED FROM THIS LIST

Title or Description	Medium	For Sale?		Value
		Yes	No	
1				
2				
3				
4				
5				

INSURANCE: Provided by BCCC Total Insurance Value _____

SPECIAL CONDITIONS: The Shafer Gallery will charge a 30% commission for all works sold.

I have read the conditions set forth in the prospectus for the BCCC Student Juried Art Exhibit and the Conditions Governing Loans to the Shafer Gallery. I understand that submission of my entry/entries constitutes agreement with all conditions set forth in both documents.

Signature of Lender: _____ Date _____



CHECK-OUT OF NON-EXHIBITED ENTRIES:

Signature of Lender: _____ Date _____

CHECK-OUT OF EXHIBITED ENTRIES:

Signature of Lender: _____ Date _____

CONDITIONS GOVERNING LOANS

1. Care and Preservation:

- a. The Shafer Memorial Art Gallery, Barton County Community College's museum of art, will give to objects borrowed the same care as it does comparable property of its own. Objects will be protected from fire; theft; mishandling; dirt and insects; and extremes of light, temperature and humidity while in the College's custody. It is understood by the Lender and the College that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible.
- b. Evidence of damage at the time of receipt or while in the College's custody will be reported immediately to the Lender. It is understood that objects which in our opinion show evidence of infestation may be fumigated at the discretion of the College.
- c. The Lender will be requested to provide written authorization for any alteration, restoration, or repair. Barton County Community College may examine the object by all modern photographic techniques.
- d. The Lender certifies that the objects lent are in such condition as to withstand ordinary strains of packing and transportation and handling. A written report of condition of objects prior to shipment must be sent by the Lender to the College. Otherwise, it will be assumed that objects are in good condition prior to leaving the Lender's possession. Condition reports will be made at the College on arrival.

2. Transportation and Shipping:

- a. The method of shipment and responsibility for costs of packing and transportation must be agreed upon in writing by the Lender and Barton County Community College.
- b. Government regulations will be adhered to in international shipments.
- c. The Lender will assure that said objects are adequately and securely packed for the type of shipment agreed upon, including any special instructions for unpacking and repacking. Objects will be returned packed in the same or similar materials as received unless otherwise authorized by the Lender.

3. Insurance

- a. Objects will be insured for the amount specified herein by Barton County Community College under its "all risk" wall-to-wall policy subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin or inherent vice; repairing, restoration or retouching process; hostile or warlike action, insurrection, rebellion, etc.; nuclear reaction, nuclear radiation, or radioactive contamination.
- b. Insurance will be placed in the amount specified by the Lender herein which must reflect the fair market value. If the Lender fails to indicate an amount, Barton County Community College will set a value only for the purposes of insurance for the period of the loan. Said value is not to be considered an appraisal. The amount payable by this insurance is the sole recovery available to the Lender in the event of loss or damage.
- c. If the lender elects to maintain his own insurance coverage, the College prior to shipping must be supplied with a certificate of insurance naming Barton County Community College as an additional insured or waiving the rights of subrogation. If the Lender fails to provide said certificate, this failure shall constitute a waiver of insurance by the Lender (see "e" below). Barton County Community College shall not be responsible for any error or deficiency in information furnished to the Lender's insurer or for lapses in coverage.
- d. In the case of long term loans, it is the responsibility of the Lender to update insurance valuations.
- e. If insurance is waived by the Lender, this waiver shall constitute the agreement to release and hold harmless Barton County Community College and the Shafer Memorial Art Gallery from any liability for damage to or loss of loaned property.

4. Reproduction and Credit

Unless otherwise notified in writing by the Lender, it is understood and agreed that: (1) the objects lent may be photographed or reproduced by Barton County Community College for educational, catalogue and publicity purposes; (2) objects on exhibit may be photographed by the general public; (3) the Gallery will give credit to the Lender as specified in the face of this agreement in any publications. Whether individual labels are provided for objects on display is at the discretion of the College.

5. Possession and Return of Loans

Barton County Community College retains the right to determine when, if and for how long objects borrowed will be exhibited. All entries must be picked up on the aforementioned expiration date of the loan or prior to May 10, 2007. After said date all entries not picked up will be disposed of as Barton County Community College and the Shafer Memorial Art Gallery see fit. In case of change of legal ownership during the period of the loan, the new owner will be required to establish his legal title by proof satisfactory to the College.

I have read and agree to the above conditions and certify that I am the owner or agent of the owner authorized to agree thereto.

Signed _____ Date _____

Please check one: owner authorized agent

Approved for Shafer Memorial Art Gallery and Barton County Community College:

Signed _____ Date _____

Title _____