Nicholls State University Department of Art

Dane Ledet Gallery

**Exhibition Loan Agreement**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Lender of the artwork, and the Nicholls State University department of Art represented by Michael G Williams, for the ULS Academic Summit Fine Arts Exhibition on view at the Dane Ledet Gallery from April 7, 2025 to April 11, 2025.

Lender, please review all information below and make any corrections or additions. Please review the conditions on the following pages then sign and return this agreement using the enclosed envelope.

Lender of Artwork:

Address:

City, State, Zip:

Phone:

Email:

**The information below is essential for labeling and insurance purposes.**

Artist name:

Title of artwork:

Date of execution:

Medium:

Dimensions h x w (L x h x w):

Insurance value. (This information is required for insurance purposes. Official appraised value is preferred.):

Credit line (gallery representation/collection of...):

**CONDITIONS OF LOAN OF ARTWORK FOR THE EXHIBITION**

**1. Care, transportation and possession of art works.**

Nicholls State University will make every reasonable effort to ensure the proper care and handling of the above-named artwork (the "Artwork") loaned to Nicholls State University. No alteration, restoration, or repair to the Artwork will be undertaken without the Lender's permission. The loan will be returned to the Lender in its original frame and/or mounting unless other arrangements have been made.

Loans shall remain in the possession of Nicholls State University from when the Lender delivers them to Nicholls State University or when the shipped loan arrives at Nicholls State University to when the Lender picks them up or they are shipped back to the Lender. While in the possession of Nicholls State University, Loans may be withheld or withdrawn from the Exhibition at any time by the curators of the Exhibition or the Coordinator of Nicholls State University ULS Academic Summit Fine Arts Exhibition.

**2. License.**

The Lender hereby grants to Nicholls State University a non-exclusive, royalty-free license to display and exhibit the Artwork, and to photograph, copy and reproduce the Artwork in Nicholls State University’s publications, on Nicholls State University’s website, for educational purposes of promoting or advertising the Exhibition. This license includes, without limitation, the right to distribute reproductions of the Artwork to members of the media for purposes of promotion or advertising the Exhibition. Such license also includes a license of all the Lender’s and Artist's trademark, service mark, trade dress, publicity, celebrity, moral and common law rights thereto as provided by applicable law necessary for Nicholls State University to identify and depict the Lender or Artist as and where appropriate in such manner as Nicholls State University deems appropriate in its sole discretion. Nicholls State University shall not have any obligation to make any payment to the Lender or Artist for any such purposes or to share with the Lender or Artist any revenue that Nicholls State University may derive, directly or indirectly, from any website display, photographs, reproductions, publications or other permitted uses.

**3. Indemnity**

The Lender hereby represents and warrants the Artist has lawfully granted the Lender all rights necessary to enter into the above license and to this agreement. The Lender hereby agrees at all time to defend, indemnify and save harmless Nicholls State University and its departments, affiliates, assigns, officers, directors, employees, instructors, students, agents and representatives (collectively " Nicholls State University Releases") from and against any and all liabilities, losses, damages, judgements losses and expenses of every nature and character (including without limitation reasonable attorneys' fees and disbursements) which they may sustain or incur by reason of, or by account of, any claim or lawsuit by any person claiming that any of the Nicholls State University Releases lacked proper rights to use the Artwork as licensed herein.

**4. Delivery and return of art work**

Lender will deliver artwork to Michael G. Williams/ Nicholls State University Department of Art by March 21, 2025 or have it shipped to Nicholls State University and pick up the work after the closing of the Exhibition between 1 pm and 4 pm on April 11, 2025 or arrange to have it shipped from Nicholls State University.

**5. Insurance**

 While on exhibit, Nicholls State University will insure this loan under its fine arts policy for the amount indicated on the face of this agreement, against all risks of physical loss or damage while on location during the period of this loan. The policy, underwritten by the Office of Risk Management, contains the usual exclusions of loss or damage due to such causes as wear or tear, gradual deterioration, moths, vermin, any defect inherent in the Artwork due to materials or workmanship, war, hostilities, insurrection, nuclear reaction or radiation, and for the damage resulting from any authorized repair, restoration, or retouching process. NOTE: The insurance value stated by the Lender is not considered an official appraisal of an object's fair market value. In the event of loss, the Lender will supply Nicholls State University with documentation (bills of sale, gallery-certified appraisals, etc.) that supports the stated insurance value.

The Lender agrees that. in the event of loss or damage to the Artwork, recovery against Nicholls State University Releases shall be limited to such an amount, if any, as may be paid by the insurance, hereby releasing and discharging Nicholls State University Releases from liability for any and all claims arising out of any such loss or damage. The Lender must report all claims to Nicholls State University immediately upon receipt. Claims not made immediately may not be considered by Nicholls State University’s insurance company. If a work that has been industrially fabricated is damaged, and it can be repaired or replaced to the Artist's specification, Nicholls State University’s liability shall be limited to the cost of such a replacement. Once replaced, the damaged piece shall be returned to Nicholls State University for its destruction.

**6. Applicable Law**

The substantive laws of the United States and the State of Louisiana will govern this contract.

I have read the foregoing conditions and understand their contents. I agree to loan the above-named artwork to Nicholls State University on the conditions set forth above. I affirm that I am the owner, co-owner or authorized licensee of the rights to the Artwork on loan to Nicholls State University and that I have all necessary legal authority to grant Nicholls State University a license to exhibit this artwork. I also agree to defend and indemnify any of the Nicholls State University Releases from any claims against them arising out of a claim that Nicholls State University lacked proper rights to use the work as licensed. I have read the foregoing conditions and understand their contents.

**Signature of Lender or Authorized Agent \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed name of Lender or Authorized Agent \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Gallery Coordinator \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**