

ARTWORK LOAN AGREEMENT

Lender(s) (Artist)	
Address:	
Email:	
Phone:	

In accordance with the Terms and Conditions Governing Artwork Loan Agreement, the Lender desires to loan personal property ("Artwork(s)" as submitted on the Print Club website to Finger Lakes Community College ("FLCC") and FLCC desires to accept such loaned property for the following purpose:

Gallery and Location:	☒ Williams-Insalaco Gallery 34 3325 Marvin Sands Dr. Canandaigua, NY 14424	☐ ArtSpace36 36 S. Main St. Canandaigua, NY 14424
Exhibition:	Traces	
Exhibition Dates:	November 19, 2026 - January 8, 2027	
Artwork Drop Off and Pick-Up Period:	Drop-off November 14, 10am - 2pm / Pick-up January 13, 1-5pm	

OBJECT(S) TOTAL INSURANCE VALUE

Total value of Artwork submitted	\$	
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INSURANCE COVERAGE: To be carried by: Finger Lakes Community College ☒ Lender ☐

PUBLICITY

FLCC will promote this exhibit through press releases, social media, online gallery and postcards.

The Print Club of Rochester will use its website, email newsletters, social media and postcards to promote this exhibit.

ONLINE GALLERY: Pursuant to the attached Terms and Conditions Governing Artwork Loan Agreement, FLCC may host an online gallery as an additional way to display the Artwork. **Choose from the choices below.**

- ☒ Lender gives permission to exhibit Artwork in the online gallery.
☐ Lender does not give permission to exhibit Artwork in the online gallery.

I have read and agree to the attached Terms and Conditions Governing Artwork Loan Agreement on the following pages. I certify that I am the owner or the agent of the owner authorized to agree thereto. I understand that by signing this Agreement, I agree to be bound by all of the provisions set forth herein.

Lender's Signature:		Date:	
Lender's Printed Name:			
FLCC Authorized Signature:		Date:	

TERMS AND CONDITIONS GOVERNING ARTWORK LOAN AGREEMENT

GENERAL: Finger Lakes Community College ("FLCC") agrees to exercise the same care with respect to loaned property ("Artwork") as it does in the safekeeping of comparable works owned by FLCC. FLCC assumes no responsibility for and Lender shall hold FLCC harmless from any losses or damages that result from design or manufacturer defects in the Artwork.

Any Artwork loaned to FLCC for exhibition shall remain in its possession for the term specified. But, FLCC has sole discretion as to whether, for how long, and in what manner objects loaned to it shall be exhibited. If FLCC, in its sole discretion, deems any Artwork to be unsafe, unstable, or unsuitable for exhibition, FLCC may refuse to take possession of the Artwork and exclude such Artwork from exhibition. FLCC, in its sole discretion, may withdraw the Artwork from exhibition at any time. FLCC also has the right to determine which written and interpretive materials will accompany the exhibition.

OWNERSHIP: Except as set forth herein by Lender, Lender warrants that it has all right, title, and ownership interest in the Artwork, and that the Artwork is not subject to any ownership, lien, encumbrance, copyright infringement, or other claim by any other person or entity. Lender agrees that it shall not take any action to limit or affect this warranty during the term of this Agreement, unless it obtains the advance written consent of FLCC.

If the legal ownership of the Artwork changes while the Artwork is held by FLCC, the new owner will be required to establish its legal right to the Artwork in a manner satisfactory to FLCC. It is incumbent upon Lender to notify FLCC of any changes in address.

INSURANCE: FLCC maintains wall-to-wall coverage on all property owned by FLCC or within its custody or control under its Fine Arts insurance coverage. This insurance coverage is extended to cover works of art placed on loan for exhibition purposes, against all risks of physical loss or damage from any external cause during the loan period. Lender shall arrange coverage for the Artwork while in transit with the transit carrier. FLCC accepts no responsibility, and Lender releases FLCC from liability arising from Lender's failure to maintain or arrange for adequate insurance coverage.

****Print Club is providing FLCC with photos, artworks info list and all artwork information submitted on the Print Club website**
In addition to providing a description of the Artwork on the Artwork Inventory, Lender must provide FLCC with a color picture and an appraisal of the fair market value of each item being loaned. Insurance will be placed in the amount specified by the Lender on the attached Artwork inventory, up to the maximum amount indicated on the Art Gallery Insurance Form, herein which must reflect fair market value. Lender's failure to indicate a value constitutes Lender's authorization to FLCC to set a value for purposes of insurance for the period of the loan. Said value is not to be considered an appraisal. If the Artwork is industrially fabricated and can be replaced to the artist's specifications, the amount of the insurance shall be limited to the cost of such replacement. For loss or damage that occurs while the Artwork is covered by FLCC insurance, the Lender agrees that FLCC will handle issues related to insurance.

Lender accepts the climate conditions, including light and air quality, of the Gallery Location throughout the term of the exhibit. In no event will FLCC be liable to Lender for damages in excess of the amount of any insurance recovery from the FLCC insurance program or for any loss or damage due to causes excluded from coverage under FLCC's insurance program. FLCC's Fine Arts insurance coverage contains the usual exclusions for loss or damage due to war, invasion, hostilities, rebellion, insurrection, confiscation by order of any Government or public authority, risks of contraband or illegal transportation and/or trade, nuclear damage, wear and tear, gradual deterioration, moths, vermin and inherent vice and for damage sustained due to and resulting from any repairing, restoration or retouching, process unless caused by fire and/or explosion. The Lender agrees that, in the event of loss or damage, recovery shall be limited to the amount paid by the insurer, hereby releasing FLCC, and the Trustees, officers, agents and employees of FLCC from any liability in connection with the work.

If preferred, Lender may continue its own insurance for the term of the loan. However, FLCC will not accept responsibility for any errors or deficiencies in information furnished to Lender's insurers or for any lapses in coverage. Prior to the shipment of the Artwork, FLCC must be supplied with a certificate of insurance naming FLCC as an additional insured. It is understood that any Lender insuring its own Artwork automatically waives right of subrogation. If Lender fails to receive a waiver of subrogation in favor of FLCC, Lender agrees to release FLCC from all liability in connection with the Artwork. FLCC is not responsible for any error or deficiency in information furnished to the Lender's insurer or for any lapses in coverage.

CATALOGUE AND PUBLICITY: Unless informed otherwise in writing by Lender, FLCC is authorized to photograph, record, and reproduce in any media, including FLCC's online gallery at artspace36.com, the Artwork for catalogue publications and for archival, educational, and publicity purposes. Furthermore, unless FLCC is notified in writing to the contrary, the general public is authorized to photograph the Artwork. Credit for the Artwork will be provided using the title and description in the Artwork Inventory.

RESPONSIBILITIES OF LENDER – INSTALLATION AND DE-INSTALLATION: Artwork must be properly cured, dry, and ready to hang or display, with framing and suitable hanging hardware. All technology requirements are to be fulfilled by Lender. FLCC is not required to provide any projectors, televisions, media players, power cords, or any other materials. Artwork that will in any way damage FLCC facilities beyond reasonable hanging requirements will not be allowed and such Artwork can be refused. If damage is incurred to FLCC facilities beyond

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simple cleaning and appropriate wall repair (i.e., filling a nail or screw hole with spackle), Lender will assume the cost of required repairs, as determined by FLCC.

FLCC will not insure Artwork that is not securely installed and assumes no responsibility for damage that occurs to the Artwork as a result of falling, tipping, or other effects of gravity. If Lender is unsure of the proper practices of installing Artwork, Lender shall consult with FLCC gallery staff. In no event will FLCC be liable for Artwork that is improperly installed.

Lender must remove Artwork from FLCC facilities on the date stated in this Agreement. FLCC is not responsible for Artwork Lender fails to remove as specified by the Agreement.

SHIPPING ARRANGEMENT: There is no acceptance of shipped artworks to the gallery for this exhibit.

The method of shipment shall be agreed upon by both parties. Unless otherwise agreed to in writing, the Lender assumes cost and responsibility for delivering the Artwork to the Gallery Location and retrieving possession of Artwork at the end of the loan period. Lender certifies that the Artwork is in such a condition as to withstand the ordinary strains of packing, transportation, and handling. Lender shall ensure that the Artwork is adequately and securely packed for the type of shipment agreed upon, including transmitting the FLCC any special instructions for unpacking. The work(s) will be returned only to the Lender at the address stated on the Agreement unless FLCC is notified in writing to the contrary.

HOLD HARMLESS CLAUSE: Lender shall defend, indemnify, and hold harmless, FLCC and its representatives from and against any and all claims, demands, causes of action, damages, liability, judgments, loss, or costs and expenses, including attorney's fees and expenses of investigation, which may be suffered or incurred by any of them, or which may be claimed or alleged against any of them by any person or entity related in any way to the performance of this Agreement.

GOVERNING LAW: This Agreement shall be governed by and construed under the laws of New York, which shall also be the forum for any litigation arising from or incident to this Agreement. This Agreement may not be assigned by either party without the express written consent of the other, in advance.

ENTIRE AGREEMENT: This Agreement and attachments references herein, if any, constitute the entire understanding between the parties with respect to the subject matter hereof and may be amended at any time only upon mutual written agreement of both parties. In the event of any conflict between this Agreement and any writings, forms, or documents of Lender, the terms of this Agreement shall be controlling.

FLCC, in its sole discretion, may terminate this Agreement at any time and without notice. Lender may terminate this Agreement by giving FLCC sixty (60) calendar days advance written notice.