

# Artwork Loan Agreement

This Artwork Loan Agreement is entered into by Eulalie Bartlett Zimmer, ("Lender") and the JACKSON COUNTY, MISSOURI MUSEUM ("Museum").

Exhibition Title: Jackson County Museum of Art

Exhibition dates: April 14, 2014 thru October 15, 2014 (with a week leeway weather permitting)

Lender and Address:

Eulalie Bartlett Zimmer  
402 W 50th St. Apt 2E  
Kansas City, MO 64112-2390

Telephone: 816-214-5497

Lender Email Address: hzimmer@zimmercos.com

Hugh J Zimmer telephone is 816-512-1000

Description of loaned item: Oil on canvas portrait of Eulalie Hockaday as Little Red Riding Hood painted by George Caleb Bingham in 1876

How many pieces are subject to the Agreement? 1

Title and Date of Work:

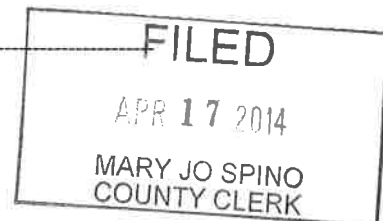
George Caleb Bingham, *Little Red Riding Hood (Eulalie Hockaday)*, 1876

Medium Support: The art installation will be provided for Museum by ArtWorks of Kansas City and will be professionally installed as necessary.

Museum is responsible for all risk of loss while art is in its care, custody and control

Dimensions without frame or base in inches:

49 ½ x 37 ½ inches



Dimensions with frame or base in inches:

Sale/Insurance value of work:

\$500,000

Described the condition of work and specify any defects: Excellent condition, all as set forth in Fine Art Summary Appraisal dated March 12, 2014 by Burton L. Dunbar, PHD

Lender's special instructions: none

I have read and agree to the attached Terms and Conditions Governing Artwork Loan Agreement attached hereto, and certify that I am 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"

*Eulalie Bartlett Zimmer*

Eulalie Bartlett Zimmer

Date: 4-9-14

"Museum"

Jackson County, Missouri Museum

By: *MDS*  
Its: *County Executive*

Date: 4/10/2014

## TERMS AND CONDITIONS GOVERNING ARTWORK LOAN AGREEMENT

1. The Lender certifies that the Artwork being lent identified on the Artwork Loan Agreement attached hereto and incorporated herein is in excellent condition, requiring no repairs or cleaning in preparation for exhibition and is in a "ready to hang" condition, all as contained in Fine Art Summary Appraisal by Burton L. Dunbar, PHD, dated March 12, 2014.. Museum is responsible for return of the Artwork to Lender in the same condition as when received.

2., Lender warrants that he 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.

3. Packing and shipping charges, insurance costs, other handling expenses, and all risk of loss or damage incurred in the delivery of Artwork from the Lender to the Museum are the responsibility of Kenneth B. McClain, who is acting on behalf of Museum, through his agents, ArtWorks-Kansas City. Packing and shipping charges, insurance costs, other handling expenses, and all risk of loss or damage incurred in the delivery of Artwork from the Museum to the Lender shall be the responsibility of Kenneth B. McClain through his agents, ArtWorks-Kansas City. The care, custody and control of Artwork by Museum shall commence upon the packing and removal of Artwork from Lender's home, and shall be concluded upon return and re-hanging of Artwork in Lender's home and approval of the same by Burton L. Dunbar on behalf of Lender.

4. The Artwork shall remain in the possession of the Museum for which it has been borrowed, for the time specified in this Agreement, but may be withdrawn from exhibition at any time by the Museum or Lender. The Artwork will be returned only to the Lender at the address shown in this Agreement unless the Museum is notified in writing.

5. Museum shall insure the Artwork in its possession against "all risks" of physical loss or damage from any external cause while in the care, custody and control of Museum, including packing and removal from Lender's home, transit, display, and return to Lender's home including re-hanging. The condition of Artwork upon its return shall be subject to approval of condition by Burton L. Dunbar. Said insurance shall be in amount of \$ 500,000.00 and shall name Lender as an additional insured. The company writing said policy and the form of the policy shall be subject to Lender's approval prior to delivery of the Artwork to Museum.

6. Except in case of emergency to preserve the Artwork, the work of art will not be cleaned, restored, or otherwise altered by Museum without the written consent of the Lender except in an emergency, in which case the Lender will be immediately notified by telephone and in writing.

7. This Agreement shall be governed and construed under the laws of the State of Missouri, 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.

8. This Agreement and attachments referenced 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 the parties. Any notice to the other party shall be sent to either party at the addresses set forth above by registered or certified mail, return receipt requested or overnight mail service, with proof of delivery.

9. Either party may terminate this Agreement by giving the other party 30 days written notice.

10. The party executing this Agreement on behalf of Museum covenants that his execution of this Agreement has been authorized by Jackson County Museum and is a binding agreement of Museum.

"Border"

Eulalie Bartlett Zimmer  
Eulalie Bartlett Zimmer

Date: 4-9-14

"Museum"

Jackson County, Missouri Museum

By: MJS  
Its: County Executive

Date: 4/10/2014