

# Artwork Loan Agreement

This Artwork Loan Agreement is entered into by KENNETH B. McCLAIN ("Lender") and the JACKSON COUNTY, MISSOURI MUSEUM ("Museum").

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Exhibition Title: Jackson County Museum of Art  
Exhibition dates: Indefinite

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Lender and Address: Kenneth B. McClain  
221 West Lexington, Suite 400  
Independence, MO 64051

Telephone: (816) 836-5050

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Lender Email Address: kbm@hfmlegal.com

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Artist: George Caleb Bingham

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How many pieces of Artwork are subject to the Agreement? 20, See Attachment A

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Title and Date of Work: See Attachment A

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

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Dimensions without frame or base in inches: See Attachment A

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Dimensions with frame or base in inches: See Attachment A

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Sale/Insurance value of work: See Attachment A

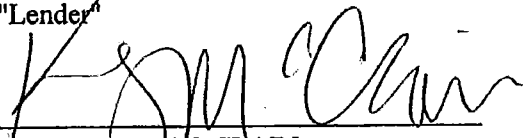
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Described the condition of work and specify any defects: Excellent condition

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Lender's special instructions: none

FILED  
OCT 08 2013  
MARY JO SPINO  
COUNTY CLERK

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"

  
KENNETH B. McCLAIN

Date: 8-27-13

"Museum"

Jackson County, Missouri Museum

By:   
Its: Jackson County Executive

Date: 9/23/2013

## 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.

2. Except as set forth by Lender above, 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 risk of loss or damage incurred in the delivery of Artwork from the Lender to the Museum are the responsibility of Lender. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artwork from the Museum to the Lender shall be the responsibility of the 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 on location at the Museum during the period of this loan.

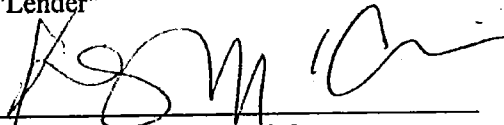
6. Except in case of emergency to preserve the Artwork, the work of art will not be cleaned, restored, or otherwise altered without the written consent of the Lender except in an emergency, in which case the Lender will be notified by telephone and in writing.

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.

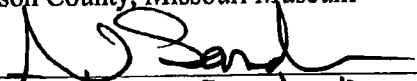
"Lender"

  
KENNETH B. McCLAIN

Date: 8-27-13

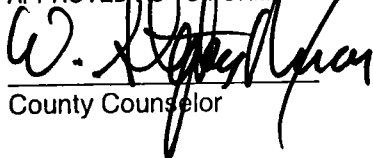
"Museum"

Jackson County, Missouri Museum

By:   
Its: Jackson County Executive

Date: 9/23/2013







APPROVED AS TO FORM




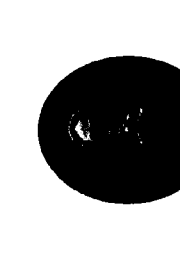

  
County Counselor

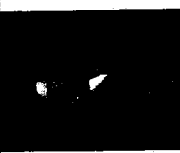





ATTEST:




  
Clerk of the County Legislature

Attachment A

| # | Thumbnail   | Title                                     | Medium                 | Unframed        | Framed          | Owner   | Room | Gallery | Wall | Transport | Install | Value    |
|---|---|---|------------------------|-----------------|-----------------|---------|------|---------|------|-----------|---------|----------|
| 1 |    | Judge Priestly Haggin McBride             | Oil on Canvas          | 29-1/8 x 24     | 37 x 32         | McClain | 1    | 215     | E    | Y         | Y       | \$55,000 |
| 2 |    | Judge Samuel Locke Sawyer                 | Oil on Canvas          | 40 3/4 x 30 1/2 | 52-3/4 x 42-1/2 | McClain | 1    | 215     | E    | Y         | Y       | \$75,000 |
| 3 |    | Colonel Shubael Allen                     | Oil on Canvas          | 26 x 22         | 33-1/4 x 29-1/4 | McClain | 2    | 240     | N-E  | Y         | Y       | \$40,000 |
| 4 |   | Dr. Anthony Wayne Rollins                 | Oil on Canvas          | 2 x 22-5/8      | 33-1/2 x 38     | McClain | 2    | 240     | N-W  | Y         | Y       | \$45,000 |
| 5 |  | Mrs. Priestly Haggin McBride (Mary Snell) | Oil on Canvas          | 30-5/8 x 24     | 37 x 32         | McClain | 2    | 240     | S    | Y         | Y       | \$55,000 |
| 6 |  | The Jolly Flat Boat Men                   | Hand colored mezzotint | 18 1/2 x 23 3/4 | 32-1/2x 37-1/2  | McClain | 3    | 238     | E-S  | Y         | Y       | \$16,000 |

| #  | Thumbnail   | Title   | Medium                           | Unframed        | Framed          | Owner   | Room | Gallery | Wall | Transport | Install | Value    |
|----|---|---|----------------------------------|-----------------|-----------------|---------|------|---------|------|-----------|---------|----------|
| 7  |    | <i>Stump Speaking</i>   | Hand colored mezzotint engraving | 21 3/4 x 29 3/4 | 35 1/4 x 42-5/8 | McClain | 3    | 238     | W-N  | Y         | Y       | \$16,000 |
| 8  |    | <i>The County Election</i>                                      | Hand colored mezzotint           | 21 3/4 x 29 3/4 | 35 1/4 x 42-1/4 | McClain | 3    | 238     | W-S  | Y         | Y       | \$16,000 |
| 9  |    | <i>Major James Sidney Rollins</i>                               | Oil on Canvas                    | 41-7/8 x 33 1/4 | 54 x 44-7/8     | McClain | 4    | 234     | W    | Y         | Y       | \$55,000 |
| 10 |   | <i>Mrs. Anthony Wayne Rollins (Sarah [Sallie] Harris Rodes)</i> | Oil on Canvas                    | 30 x 25         | 34 1/2 x 29 3/4 | McClain | 4    | 234     | N    | Y         | Y       | \$25,000 |
| 11 |  | <i>John Campbell</i>  | Oil on Canvas                    | 40 x 30 1/8     | 50 x 39         | McClain | 4    | 234     | E    | Y         | Y       | \$55,000 |

| #  | Thumbnail   | Title                                  | Medium        | Unframed        | Framed          | Owner   | Room | Gallery | Wall | Transport | Install | Value    |
|----|---|--|---------------|-----------------|-----------------|---------|------|---------|------|-----------|---------|----------|
| 12 |    | William Campbell                       | Oil on Canvas | 39 3/8 x 30 1/2 | 48-1/2 x 39-1/8 | McClain | 4    | 234     | E    | Y         | Y       | \$55,000 |
| 13 |    | Mrs. Shubael Allen (Dinah Ayres Trigg) | Oil on Canvas | 26 x 22         | 33-1/4 x 29-1/4 | McClain | 5    | 235     | N    | Y         | Y       | \$40,000 |
| 14 |    | Miss Annie Allen                       | Oil on Canvas | 18 5/8 x 15 3/4 | 29 x 26         | McClain | 5    | 235     | N    | Y         | Y       | \$55,000 |
| 15 |   | Thomas Hoyle Mastin                    | Oil on Canvas | 36 x 28 1/4     | 41-1/2 x 33-1/2 | McClain | 6    | 229     | S    | Y         | Y       | \$55,000 |
| 16 |  | Thomas Edward Allison                  | Oil on Canvas | 30x 35          | 31 x 36         | McClain | 6    | 229     | N    | Y         | Y       | \$35,000 |
| 17 |  | Mrs. Ephraim Allison (Ruth McCarty)    | Oil on Canvas | 27 x 22         | 36 x 31         | McClain | 6    | 229     | N    | Y         | Y       | \$30,000 |

| #  | Thumbnail  | Title  | Medium   | Unframed | Framed        | Owner   | Room | Gallery | Wall | Transport | Install | Value      |
|----|--|--|--|----------|---------------|---------|------|---------|------|-----------|---------|------------|
| 18 |   | <i>Puzzled Witness</i>                                 | Print  | 23 x 28  |               | McClain | 6    | 229     | E    | Y         | Y       | PRINT ONLY |
| 19 |   | <i>Onyx Crescent Memorial Pin Worn By Mrs. McBride</i> | <i>Presented In A Velvet Pressed Paper Portrait Case</i> |          | 8 x 6 x 1 1/2 | McClain | 2    | 240     | S    | Y         |         | \$1,275    |
| 20 |  | <i>Julia George</i>                                    | Oil on Canvas  |          | 30 1/4 x 25   | McClain | 5    | 235     | N    | Y         | Y       | \$35,000   |