

# Artwork Loan Agreement

This Artwork Loan Agreement is entered into by Jackson County Historical Society ("Lender") and the JACKSON COUNTY, MISSOURI MUSEUM ("Museum").

Exhibition Title: Jackson County Museum of Art

Exhibition dates: September 6, 2013 thru Indefinite

Lender and Address:

Jackson County Historical Society

112 W. Lexington

Independence, Mo. 64050

Mail to: P. O. Box 4241

Independence, MO 64051

Telephone: 816-461-1897

Lender Email Address: [www.jchs.org](http://www.jchs.org)

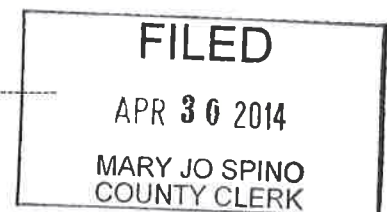
Description of loaned item:

1. Oil on Canvas portrait of Judge Thomas Chevis by George Caleb Bingham, c. 1835
2. One antique table used to hold 1878 Book of Engravings
3. One antique table used to hold display case and brooch worn in painting of Mary Snell (Mrs. Priestly McBride)

How many pieces are subject to the Agreement? 3

Title and Date of Work:

*Judge Thomas Chevis*, c. 1835



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

Dimensions without frame or base in inches:

29 1/2 x 22 1/2 inches

Dimensions with frame or base in inches:

31-7/8 x 28 inches

Sale/Insurance value of work:

\$50,000

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

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"

Jackson County Historical Society

  
Steve Noll

Date: \_\_\_\_\_

Date: April 12, 2014

"Museum"

Jackson County, Missouri Museum

By: 

Its: \_\_\_\_\_

Date: 4/21/2014

## 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.

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"

Jackson County Historical Society



Steve Noll

Date: \_\_\_\_\_

Date: April 12, 2014

"Museum"

Jackson County, Missouri Museum

By: 

Its: \_\_\_\_\_

Date: 4/21/2014

**OUTGOING LOAN AGREEMENT for the SOCIETY ART COLLECTION**

Date Apr. 15, 2014

The object(s) described below is (are) lent by the State Historical Society of Missouri to the borrower identified below. Loans are subject to conditions printed on the reverse.

**BORROWER**

Name: Jackson County  
Address: Courthouse Jackson County  
E-mail: gjulich@jacksongov.org  
Telephone: (816) 503-4861

**LOCATION OF ARTWORK(S)/OBJECT(S) WHILE ON LOAN**

2nd floor, Courthouse art museum

**ARTWORK(S) / OBJECT(S)** (List may be attached)

Canvassing for Vote  
(after) George Caleb Bingham, ~~Parliamentary~~  
lithograph published by Goupil  
hand colored

**LOAN** The object(s) above is (are) borrowed for the following purposes only.

**PURPOSE**

Display at Jackson County Courthouse

**LOAN PERIOD**

Apr. 15 - mid October (exhibition)  
Pick up by mid November

**SPECIAL REQUIREMENTS**

*Restrictions on handling, packing, shipping, insurance, display, reproduction, use of object, copyright, etc.*  
Notification if artworks are damaged, moved, etc.  
Please e-mail both  
stackj@umsystem.edu AND thompson@umsystem.edu

**SIGNATURE OF BORROWER**

**SIGNATURE OF SOCIETY REPRESENTATIVE**

MJS  
gjulich  
Date 4/15/14

Joan Stack  
Date April 15, 2014

## **OUTGOING LOAN CONDITIONS**

### **CARE AND PROTECTION**

Objects borrowed shall be given special care at all times to insure against loss, damage, or deterioration. The borrower agrees to meet any special requirements for installation and handling as noted and referenced on the face of this agreement. Only experienced personnel will handle the objects. Objects must be protected from extreme temperatures and humidity, excessive light and from insects, vermin, dirt or other environmental hazards. Objects will be secured from damage and theft by appropriate barriers, and they will be displayed with maximum attention to security. Objects will be maintained in a building equipped to protect them from fire, smoke and flood damage. They will be under 24-hour physical or electronic security. The SHS certifies that the objects lent are in such condition as to withstand ordinary strains of packing, transportation and handling. The SHS may provide a condition report made just prior to packing. The borrower is advised to make a written condition report upon arrival and return of the object. The SHS may require an on-site inspection and approval of the actual installation by a member of its own staff at the expense of the borrower. With the exception of agreed upon installation and deinstallation movements, SHS will be notified immediately if object(s) are removed from approved exhibition or storage sites for any reason, and SHS may require immediate return of the loan at the borrower's expense or immediate inspection of new/alternate storage of display sites. If object(s) are lost or damaged in any way, SHS will receive immediate notification, followed by a report, if damage or loss is discovered. A damaged object will not be shipped without SHS approval. If damage occurred in transit, the borrower will also notify the carrier and save all packing and materials for inspection. No object may be altered, cleaned, repaired or fumigated without written permission of the SHS; nor any framing, matting, mounting or glazing be changed without written permission; nor may objects be examined by scientific methods without written permission.

### **PACKING AND TRANSPORTATION**

The SHS will specify the method for packing and will provide any special instructions for unpacking and repacking. Objects will be returned packed in the same or similar materials by experienced personnel. Crates and packing materials will be stored during the loan period in a place conditioned to the same temperature and relative humidity levels as those under which the object itself is stored or displayed. The loan will arrive and be returned in the manner of shipment mutually agreed upon by the borrower and the SHS. Only approved fine art handlers may transport the objects. Sufficient notice should be given to the SHS for the intended date of collection and for the date of return. A SHS courier may be required for any leg of the journey. The SHS may request the air-freight shipments be observed when loading for the return shipment. Objects transported by truck must be accompanied by two persons, and the vehicle must never be left unattended. Arrangements must be made for vehicle security if overnight stops are necessary.

### **INSURANCE**

Objects shall be insured during the period of this loan for the value stated on the face of this agreement under an '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 processes; hostile or warlike action, insurrection, rebellion, nuclear reaction, nuclear radiation, or radioactive contamination. SHS may request a certificate of insurance or a copy of the policy made out in favor of the SHS prior to the shipment of the objects. The SHS must be notified in writing at least 20 days prior to any cancellation or meaningful change in the borrower's policy. Any lapses in coverage, any failure to secure insurance and/or inaction by the SHS regarding notice will not release the borrower from liability for loss or damage. Insurance value may be reviewed periodically, and the SHS reserves the right to increase coverage if reasonably justified. In the event of loss or damage, the borrower's maximum liability will be limited to the insurance value then in effect. If insurance is waived, the borrower agrees to indemnify the SHS for any loss or damage to the objects occurring during the course of the loan, except for loss or damage resulting from wear and tear, gradual deterioration, inherent vice, war and nuclear risk.

### **REPRODUCTION AND CREDIT**

The SHS will make available photographs of objects lent, which may be used for catalog, routine non-commercial educational uses, publicity, and registrarial purposes. No further use of such photographs can be made, and no other reproduction of objects lent can be made without written permission of the SHS director. If photographs are not available, the borrower may seek permission from SHS to make necessary photographs. Each object will be labeled and credited to the SHS.

### **COSTS**

Unless otherwise stated on the front of this contract, all costs of packing, transportation, couriers, insurance and other loan-related expenses will be borne by the borrower. The estimated costs must be agreed on by both parties.

### **CANCELLATION/RETURN/EXTENSION**

The SHS reserves the right to recall the objects from loan or cancel the loan for good cause at any time, and will make every effort to give reasonable notice thereof. Objects lent must be returned to the SHS by the stated return date. Any extension of the loan period must be approved in writing by the SHS director or his designate and covered by written parallel extension of the insurance coverage.

### **INTERPRETATION**

In the event of any conflict between this agreement and any forms of the borrower, the terms of this agreement shall be controlling. For loans to borrowers outside the United States, this agreement shall be construed in accordance with the law of the State of Missouri.