

Union Art Gallery Exhibition / Art Loan Agreement

University of Wisconsin - Milwaukee

Exhibit Title:

Exhibit Dates:

Reception:

Artist / Owner's Name:

Address:

City: State: Zip Code:

Telephone (day): Cellphone: Telephone (eve):

Email Address:

This is an agreement between:

hereinafter the Artist/Owner) and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee Union Art Gallery (hereinafter called the "Gallery" or "BOR").

Description of Artworks:

Title of Work

Medium:

Dimensions: Height: Width: Depth:

Insurance Value:

Exhibit Cost to UWM:

Title of Work

Medium:

Dimensions: Height: Width: Depth:

Insurance Value:

Exhibit Cost to UWM:

Title of Work

Medium:

Dimensions: Height: Width: Depth:

Insurance Value:

Exhibit Cost to UWM:

EXHIBITION AGREEMENT TERMS AND CONDITIONS:

1. The Artwork(s) listed and described on the previous page and /or attached Exhibit A are hereby consigned by the Artist/Owner for exhibition in the Gallery and are warranted by the Artist/Owner to be his/her own original creation and/or his/her unencumbered property
2. The Artist//Owner agrees to produce and deliver Artwork(s) to the Gallery at the Artist's/Owner's expense, and represents that the following information: title, size, media, price (if for sale) and insurance value of each piece contained in this Agreement is accurate and correct.
3. The Artist/Owner agrees to clearly and accurately label in legible written form on the back of said Artwork(s): Artist's/Owner's name, title, size, media, and value.
4. The Artist/Owner agrees to have said Artwork(s) properly framed, wired, or otherwise in a condition to ensure the Artwork(s) are READY FOR INSTALLATION UPON DELIVERY to the Gallery. All Artwork(s) shall be of the structural integrity to be installed and displayed for the duration of the exhibition.
5. Artwork(s) not labeled or ready for installation **WILL NOT** be included in the show.
6. The Artist/Owner agrees to deliver said Artwork(s) to the Gallery between the

date(s) and time(s) of:

Failure to deliver said Artwork(s) during this specified time might result in the cancellation of the Artist's/Owner's participation in the exhibition. The decision to cancel the Artist's/Owner's participation in the exhibition is at the sole discretion of the Gallery.

7. The Gallery agrees to acknowledge receipt of said Artwork(s) to the Artist in writing (the Artist/Owner will receive a copy of this Agreement) and to exhibit said Artwork(s) in the Gallery

from:

to:

in a solo / group exhibition.

8. The Artist/Owner agrees to take full responsibility for all music, performance and other equipment that s/he brings to the Gallery. The Gallery will not be liable for any damage or losses incurred to equipment, unless said equipment is listed on Exhibit A.
9. The Artist/Owner agrees that Artwork(s) will be insured by the Gallery, if at all, solely for the cost of materials unless agreed upon otherwise in writing by the UWM Department of University Safety and Assurances and on condition that professional valuation documentation is supplied to the Gallery at the time the Artist/Owner signs this Agreement.
10. The Artist/Owner agrees to provide background information, current resume and comments relating to his/her own Artwork(s) in written form (not hand written) which the Gallery agrees to make available during the exhibition
11. The Artist/Owner understands and agrees that all final decisions regarding the arrangement and number of Artwork(s) accepted for exhibition are within the sole discretion of the Gallery.
12. The Gallery agrees to provide publicity for the exhibition.
13. The Gallery agrees not to rent any Artwork(s) on Exhibit A.
14. The Gallery agrees that title to and all security interests in said Artwork(s) will remain with the Artist/Owner until the time of a sale by the Gallery, if the Artist/Owner has authorized any sales. If sale is authorized, the Artist/Owner must initial at end of next sentence. The lowest authorized retail sale price (excluding tax and commission)
15. The Artist/Owner represents and warrants that s/he owns the copyright to the Artwork(s) including all rights of reproduction. The Artist/Owner consents to the imaging (including photographing) of all loaned Artwork(s) and hereby grants BOR an unrestricted perpetual royalty-free license to retain and use on a permanent basis for educational, instructional, demonstrational, promotional (including advertising of any nature) or administrative purposes the image(s) of all Artwork(s) in any media at the discretion of UWM. The BOR agrees however, that it does not obtain any copyright interest(s) in the Artwork(s) unless the provisions of paragraph 21 apply.
16. The Gallery agrees that after completing any permitted sale of Artwork(s), the proceeds of said sale, less applicable sales tax, shall be held in trust by the Gallery for the benefit of the Artist/Owner. The Gallery agrees that the proceeds, less the commission of the Gallery as specified in paragraph 18 below and sales tax, shall be delivered to the Artist within 60 days after the close of the exhibition.
17. The Gallery agrees to keep adequate records of all transaction(s) relating to the Artwork(s), and agrees that such records shall be available during regular business hours within a reasonable amount of time after the Artist/Owner makes a request to view the records.
18. The Gallery shall retain a 30% commission and the Artist/Owner shall be paid 70% of the retail price, except sales tax, for each Artwork sold by the Gallery.
19. The Artist/Owner agrees to promptly pick up all Artwork(s) after the close of the exhibition, between the

date(s) and time(s) of:

20. Artwork(s) not picked up on the designated date(s) and time as specified in paragraph 19 will incur a storage fee of \$5.00 per day per Artwork.
21. Artwork(s) not picked up within 14 days of the designated date(s) and time as specified in paragraph 19 will become the exclusive property of the Gallery. The Gallery shall have sole discretion to dispose of said Artwork(s).

22. Additional Provisions:

Additional Terms and Conditions

Artwork will be insured by: Artist / Owner Gallery

Shipping and Handling to the Gallery will be provided by: Gallery Artist / Owner

Professional Courier Name of Courier:

Shipping and Handling from the Gallery will be provided by: Gallery Artist / Owner

Professional Courier Name of Courier:

UW-Milwaukee Department of University Safety & Assurances must be notified of all art shipments made by the Gallery. Exhibits which are valued greater than \$100,000 will be reported to System Risk Management. *ALL* artwork must be packed by only qualified personnel and shipped by proper carriers.

STATE OF WISCONSIN SELF-FUNDED PROPERTY PROGRAM COVERAGES (UNION GALLERY ONLY)

Coverage for art exhibits is available through the State Self-Funded Property Program. Coverage exists for Artwork that is shipped to/from the campus by authorized campus employees while **in transit**.

IN TRANSIT coverage applies only when artwork is packaged for shipment under the direction of University personnel trained in the proper techniques or when packed and shipped by a professional artworks courier.

NOTE: All losses are subject to a \$500 deductible, PAYABLE BY THE DEPARTMENT sponsoring the exhibit. A \$2,500 deductible applies for art which is stolen without evidence of forced entry or removal of the object (e.g., cut cables, broken locks or pry marks). The DEPARTMENT sponsoring the exhibit is responsible for reporting any losses to the UWM Department of University Safety & Assurances via an **Art Loss Report Form**.

PROOF OF VALUE IN THE CASE OF A LOSS

Artwork(s) in exhibits which are non-owned and non-permanent are subject to the following valuation criteria:

An appraisal is needed for any artwork which is valued greater than \$10,000.

Professional artists and art collectors are expected to furnish proof of previous sales of similar works, or appraisals in order to document the value of a loss.

Non-professional artists or art students will be asked to furnish receipts or evidence of previous sales, proof of the cost of time and materials, photographs of the artwork, appraisals of remaining works, etc., to substantiate the value of their artwork at the time of loss. Losses will be negotiated between the State, System, and the UWM Department of University Safety & Assurances office, and the Artist/Owner.

UPON RECEIPT OF ARTWORK(S), EACH ITEM MUST BE IMMEDIATELY EXAMINED FOR ANY POSSIBLE DAMAGE WHICH MAY HAVE OCCURRED DURING TRANSIT. ANY DAMAGED PACKAGING MUST BE KEPT AND SIGNS OF POOR PACKING MUST BE DOCUMENTED TO SUBSTANTIATE LOSS.

ART LOSS REPORT FORM: In the event of a loss, an **Art Loss Report Form** must be completed BY THE DEPARTMENT SPONSORING THE EXHIBIT and submitted with any claim to the UWM Department of University Safety & Assurances who will then forward the claim to System Risk Management. The claim should include necessary valuation documentation specified previously and entitled **Proof of Value**.

INSURANCE COVERAGE BY ARTIST/OWNER: If the Artist/Owner elects to maintain his/her own insurance during the period of the loan/exhibition, the Gallery shall be supplied with a certificate of insurance naming the Board of Regents of the University of Wisconsin System as an additional named insured or waiving subrogation against the BOR. Otherwise, this Agreement shall constitute a release of the BOR from any liability in connection with the listed Artwork(s). The BOR accepts no responsibility for any error or deficiency of information to the lender's insurers or for lapses in coverage.

THIS AGREEMENT SHALL BE IN FORCE ONLY WHEN FULLY EXECUTED BY BOTH PARTIES. A COPY SHALL BE MAINTAINED ON FILE WITH THE UNIVERSITY OF WISCONSIN-MILWAUKEE DEPARTMENT OF UNIVERSITY SAFETY & ASSURANCES, ENGELMANN 270, P.O. BOX 413, MILWAUKEE, WI 53201, 414/229-6339.

The Parties have read, understand and agree to the provisions of both agreements.

By the Artist/Owner:

Date

Artist / Owner's Name

For The Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee Union Art Gallery:

Date

Artist / Owner's Name

Acknowledgement by the University of Wisconsin-Milwaukee Union Art Gallery solely as to form and delivery of the items listed on Exhibit A and B if applicable.

Date

Artist / Owner's Name