

**Art Loan Agreement Between the  
University of Wisconsin-Milwaukee &**

**For the Purpose of:**

\_\_\_\_\_  
Lender/Owner

Exhibit Name: \_\_\_\_\_

\_\_\_\_\_  
Street Address

Exhibit Dates: \_\_\_\_\_

\_\_\_\_\_  
City, State & Zip Code

UWM Possession Dates: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number:

UWM Location: Building \_\_\_\_\_ Room: \_\_\_\_\_

Street Address: \_\_\_\_\_

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**Description of Artworks (list additional works as an attachment):**

Title of Work:

Title of Work:

Artist's Name:

Artist's Name:

Medium:

Medium:

Dimensions (inches or centimeters):

Dimensions (inches or centimeters):

Height: \_\_\_\_\_ Width: \_\_\_\_\_ Depth: \_\_\_\_\_

Height: \_\_\_\_\_ Width: \_\_\_\_\_ Depth: \_\_\_\_\_

Exhibit Cost to UWM: \_\_\_\_\_ Value: \_\_\_\_\_

Exhibit Cost to UWM: \_\_\_\_\_ Value: \_\_\_\_\_

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**Artwork will be insured by:** (Check One)     Lender/Owner     UW-Milwaukee

**PLEASE READ THE "TERMS AND CONDITIONS" FOR INSURANCE ON THE REVERSE SIDE  
OF THIS FORM NOW.**

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Shipping & Handling \_\_\_\_\_ Lender/Owner  
TO the University will be provided by: (Check One) \_\_\_\_\_ UW-Milwaukee  
\_\_\_\_\_ Professional Courier (name): \_\_\_\_\_

Shipping & Handling \_\_\_\_\_ Lender/Owner  
FROM the University will be provided by: (Check One) \_\_\_\_\_ UW-Milwaukee  
\_\_\_\_\_ Professional Courier (name): \_\_\_\_\_

**UW-Milwaukee Department of Safety & Assurances shall be notified of all art shipments made by the campus.**

Exhibits which are valued greater than \$50,000 will be reported to System Risk Management. *All* artwork will be packed by only qualified personnel and shipped by proper carriers.

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**The Terms and Conditions of this Art Loan Agreement as they appear on both sides of this document have been read by the parties, are understood by the parties, and are agreed to by the parties, as witnessed by the signatures below.**

For the Lender/Owner:

Issued By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Zack Steuerwald, Associate Director

\_\_\_\_\_  
Date

University Safety & Assurances  
On Behalf of the Board of Regents of the University  
of Wisconsin System and UW-Milwaukee

## TERMS AND CONDITIONS OF LOAN AGREEMENT AND STATE OF WISCONSIN SELF-FUNDED PROPERTY PROGRAM COVERAGES

**COVERAGE** for art exhibits is available through the State Self-Funded Property Program. Coverage exists for:

- ❖ Art which is permanently on campus
- ❖ Art which is not owned by the campus and is not permanently on campus, such as traveling exhibits.
- ❖ Art owned by the campus which is on exhibit off campus
- ❖ Art which is shipped to/from the campus 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 carrier.

*NOTE:* All campus owned artwork losses are subject to a \$1,000 deductible, PAYABLE BY THE DEPARTMENT sponsoring the exhibit. A \$2500 deductible applies for art which is stolen without evidence of forced entry or removal of the object (e.g., cut tables, broken locks or pry marks). The DEPARTMENT sponsoring the exhibit is responsible for reporting any losses to campus Risk Management via an **Art Loss Report Form**.

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### PROOF OF VALUE IN THE CASE OF A LOSS

Art exhibits which are non-owned and non-permanent are subject to the following valuation criteria:

- ❖ An appraisal is requested 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 campus risk management, and the student.
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**UPON RECEIPT OF EXHIBITS**, 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 campus Risk Management who will then forward the claim to System Risk Management. The claim should include necessary valuation documentation specified in the section above entitled **Proof of Value**.

**INSURANCE COVERAGE BY LENDER/OWNER:** IF the lender/owner elects to maintain his/her own insurance during the period of the loan, the University shall be supplied with a certificate of insurance naming the University as an additional named insured or waiving subrogation against the University. Otherwise, this loan agreement shall constitute a release of the University from any liability in connection with the loaned property. The University accepts no responsibility for any error or deficiency of information to the lender's insurers or for lapses of coverage.

**COPYRIGHT:** Unless the University is notified in writing to the contrary within ten (10) days of the full execution of this agreement, it is understood that the lender/owner owns the copyright to the work of art including all rights of reproduction, and that any loaned objects may be photographed for reproduction in the exhibition catalogue and for publicity purposes connected with the exhibition; that slides may be made and retained on a permanent basis by the University for educational and instructional purposes and that the object, or photographs, or slides may be used for non-commercial television and/or video programs prepared by the University.

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**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 Hall, Room 270, P.O. Box 413, Milwaukee, WI 53201, (414) 229-6339.**

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