

# Art Submission Loan Agreement

BLEEDING HEART ART SPACE | OPEN WALLS 2



## Lender/Artist

NAME	PHONE NUMBER
EMAIL	ADDRESS

## Loan Object

ARTIST	OBJECT TITLE
YEAR CREATED	MEDIUM
DIMENSIONS ( <i>unframed</i> )	FRAMED DIMENSIONS
SIGNATURE LOCATION	OTHER COPYRIGHT OWNER(S) ( <i>if applicable</i> )

## Value

(Note: At this time The Bleeding Heart Art Space does not provide insurance for loaned artwork)

IS THE ART FOR SALE? ( Y / N )	SELLING PRICE:
IS THE WORK INSURED? ( Y / N )	INSURED VALUE:

## HOW IS THE ARTWORK PACKAGED?

### FOR OFFICE USE ONLY

Incoming Condition Report	Outgoing Condition Report
Initial (print):                      Date:	Initial (print):                      Date:

# General Loan Conditions

## Care, Preservation, and Exhibition

This agreement is between the Bleeding Heart Art Society (BHAS) and the Lender of Artist, as the case may be. The BHAS will be the recipient of a loan of the item(s) from the Lender for the purposes of exhibition and publicity during the aforementioned public exhibition project. During the period when the artwork is received and documented to be in good condition by the BHAS and is either being handled, stored or on display in this exhibit, or during transportation; the BHAS will hereby undertake to do their best to protect objects lent by using standard gallery practices.

## Insurance

Unless the Lender or Artist certifies on this agreement that the artwork is otherwise insured, the artwork(s) will not be insured during the project. The BHAS at this time is not able to insure the said artwork(s). The BHAS will follow standard gallery practices to protect the said artwork(s). In the case if the artwork is damaged or lost during the loan period, the BHAS will come to agreement with the artist for the best solution to repair or compensate fair market value of the said artwork(s).

## Catalogue and Publicity/Reproduction and Credit

Unless permission is expressly refused by the Artist/Lender on this document, the BHAS may, in perpetuity, photograph, film, videotape, and/or reproduce in any media the said art object(s) for catalogue, educational, or publicity purposes. The BHAS will credit Artist/Lender during this exhibition as instructed in this agreement.

## Sale of Artwork(s)

Any sale during this exhibition of any of the said artworks or art objects permitted to be sold entitles BHAS to a 25% commission on the sale price as state on this document, irrespective to any outstanding commission agreements the artist may have with a third party.

## Shipping and Transportation

The Lender/Artist hereby certifies that the art object lent is in such condition as to withstand the ordinary exigencies and physical stresses of packing, transportation, and handling as are likely to be experienced in the transport of the object. The Lender/Artist will ensure that the art object is adequately and securely packed for the type of shipment and displays any special shipping and handling instructions.

## Return of Loaned Artwork

Best efforts will be made by the BHAS to return the art object(s) in the same or similar packing materials. The choice of mode of return shipping is entirely within the discretion of the BHAS. If reasonable efforts to return the said art object(s) fail, then the BHAS shall have the right to store the work at the Lender's expense, release of the work to be only upon payment of any accrued storage costs. Work stored and unclaimed for a period of 6 months shall become property of the BHAS.

## Notices

Any notices required and/or given pursuant to this agreement shall be made, respectively, to the Lender/Artist's address as stated above and to the BHAS as set out at the top of this document.

## Lender/Artist Covenants

The Lender/Artist (as the case may be) hereby covenants and warrants that he/she has the right to lend the said object(s) for the purposes of this exhibition, and in respect of any contemplated sale of the said objects, that he/she has the sole right, title and authority to sell, transfer and grant a sale of the artwork.

## Covenants of The Bleeding Heart Art Space

The BHAS hereby covenants to exercise all due care, attention and diligence in respect of the loan and exhibition of the lent artwork. In addition, the BHAS will make all reasonable efforts to keep the Lender/Artist advised of the status of the art object during the exhibition period and to account promptly where there is any sale of the art object.

## Governing Law

This agreement shall be governed in accordance with the laws of the Province of Alberta. In Witness of the Covenants made and information disclosed, the parties hereby agree to be bound by this agreement and the covenants and information disclosed within, and have accordingly duly executed this agreement as of this effective date.

Dated at the City of Edmonton, in the Province of Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**ARTIST**

(sign) \_\_\_\_\_

(print) \_\_\_\_\_

**BHAS REPRESENTATIVE**

(sign) \_\_\_\_\_

(print) \_\_\_\_\_

**WITNESS**

(sign) \_\_\_\_\_

(print) \_\_\_\_\_