

**WATER'S EDGE GALLERY IN THE RIVERSIDE HOTEL
ARTWORK LOAN AND DISPLAY AGREEMENT**

ARTWORK DESCRIPTION FORM

(THIS FORM **MUST** BE FILLED OUT AND RETURNED AT LEAST ONE WEEK BEFORE DELIVERY DATE)

LENDER NAME: _____

EXHIBITION DATES: _____

TOTAL NUMBER OF ARTWORK PIECES BEING DISPLAYED: _____

PIECE#1

TITLE AND DATE OF WORK: _____

SALE/INSURANCE VALUE: _____

ARTWORK SUBJECT DESCRIPTION: _____

MEDIUM SUPPORT: _____

FRAMING DESCRIPTION: _____

DIMENSIONS (without frame or base): _____

DIMENSIONS (with frame or base): _____

IS THIS PIECE AVAILABLE FOR PURCHASE? YES _____ NO _____ IF YES PRICE? _____
(please refer to conditions on page 2 and 3 of this document)

PIECE #2

TITLE AND DATE OF WORK: _____

SALE/INSURANCE VALUE: _____

ARTWORK SUBJECT DESCRIPTION: _____

MEDIUM SUPPORT: _____

FRAMING DESCRIPTION: _____

DIMENSIONS (without frame or base): _____

DIMENSIONS (with frame or base): _____

IS THIS PIECE AVAILABLE FOR PURCHASE? YES _____ NO _____ IF YES PRICE? _____
(please refer to conditions on page 2 and 3 of this document)

**WATER'S EDGE GALLERY IN THE RIVERSDIE HOTEL
ARTWORK LOAN AND DISPLAY AGREEMENT**

DATE: _____

This Artwork Loan and Display Agreement is entered into by _____ (Lender)
and Riverside Hospitality, LLC, dba The Riverside Hotel, Water's Edge Gallery as follows:

LENDER NAME: _____

MAILING ADDRESS: _____

PHONE: _____

EMAIL: _____

ARTIST NAME (if different from Lender): _____

CREDIT LINE (FOR LABEL/CARD) _____

HOW MANY PIECES OF ARTWORK ARE SUBJECT TO THIS AGREEMENT? _____

(Lender will provide written attachment here to the information requested in the Agreement with regard to each piece of artwork. See attached artwork description form, and complete for each piece of artwork to be loaned or displayed)

EXHIBITION COMMENCEMENT DATE: _____

EXHIBITION TERMINATION DATE: _____

SALE/INSURANCE VALUE (TOTAL) OF DISPLAYED WORKS: _____

ARE THE WORKS AVAILABLE FOR PURCHASE? YES _____ NO _____

DO YOU WISH TO CARRY YOUR OWN INSURANCE? YES _____ NO _____

IF YOU DO NOT HOLD EXCLUSIVE COPYRIGHT, IDENTIFY THE CURRENT HOLDER:

PHOTOGRAPHER CREDIT, (if applicable): _____

TERMS AND CONDITIONS GOVERNING ARTWORK LOAN AND DISPLAY AGREEMENT

1. Unless permission is refused in writing, it is understood that the Lender authorizes Water's Edge Gallery in the Riverside Hotel, (Gallery), to photograph and reproduce in any media the loans for catalogue publications and for archival, educational, and publicity purposes. Unless otherwise instructed in writing, Gallery will grant credit to the Lender as specified on page 1 of this agreement in any labels or publications. **Each piece of loaned or displayed artwork must have a completed Artwork Description Form returned with this Agreement.** Gallery shall have no obligation or liability hereunder for any piece of artwork that is not identified and described in writing as required herein.
2. Unless the Lender elects to maintain its own insurance coverage for the loan period, the Gallery will insure this Artwork under an all risk property insurance policy, for the amount indicated on the **Artwork Description Form**, against all risks of physical loss or damage from any external cause while on location during the specified period of the loan. The policy referred to contains limitations for Act of God and the usual exclusions for loss or damage sustained due to and resulting from any authorized repairing, restoration or retouching process, or due to such causes as hostile or warlike action in time of peace and war, atomic, nuclear or radioactive force, reaction or contamination, insurrection, rebellion, civil war, usurped power, action taken by governmental authority in hindering, combating, or defending against such an occurrence, seizure, or destruction under quarantine or customs regulation, confiscation by order of any governmental or public authority, risks of contraband or illegal transportation or trade. The party that makes the transportation arrangements for the Artwork to or from the Exhibit must provide for appropriate insurance coverage as specified herein. **THE GALLERY MUST RECEIVE THIS AGREEMENT ONE WEEK BEFORE DROP OFF DATE OR WE WILL NOT ACCEPT THE WORK TO HANG IN THE GALLERY.**
3. If the Lender elects to maintain its own insurance, the Lender's insurance shall be primary. Lender agrees to request a waiver of subrogation from its insurer in writing in favor of the Gallery prior to the Exhibit. If the Lender fails to request the waiver of subrogation, the agreement shall constitute a release of the Gallery from all Liability in connection with the loan.

4. The work shall remain in the possession of the Gallery in the Exhibition for which it has been borrowed, for the time specified in the agreement, but may be withdrawn from the Exhibition at any time by the Gallery. If the legal ownership of the loan change during the period of the loan, the new owner may, prior to its return, be required to establish legal right to receive the loan by proof satisfactory to the Gallery. Lender may choose to make arrangements for the return of the loan at Lender's expense, including insurance, at the loan termination date by notifying Gallery in writing 15 calendar days prior to the termination of the Agreement.
5. 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. In case of an emergency, the Lender will be notified by telephone and in writing.
6. The Lender shall ensure that the work is prepared to be hung according to the Gallery's guidelines. This shall include D-Rings with wire attached to them $\frac{3}{4}$ of the way up the back of the piece. Pieces without wires will not be able to be hung and will need to be picked up once notified. (Alternatively Lender may attach wire for hanging once notified)
7. If the work is for sale and is sold during the period of this loan, the Lender shall pay twenty percent, (20%) of the selling price to the Gallery at the conclusion of the work's exhibition term. Any sale of artwork included in this agreement shall be handled directly between the Water's Edge Gallery in the Riverside Hotel and the Buyer. The Gallery will notify the owner of a sale so the Lender may replace the sold piece if agreed upon. If a piece needs to be removed from the hotel before the specified date in this agreement, the owner will notify their Gallery contact immediately. The work is for sale through the Gallery ONLY while on contract and exhibited in the Gallery. **Outside sales of contracted work are not allowed until work is no longer in exhibit or on contract.**
8. The Lender, or their proxy, will be required to pick up work by pick-up deadline. **Unless otherwise agreed upon in writing all work will be picked up by deadline.** Gallery will not be held responsible for work left after pick-up deadline.
9. Except as set forth by Lender, above, Lender warrants that it 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. Lender agrees that it shall not take any action to limit or affect this warranty during the term of this Agreement unless it obtains the advance written agreement of the Gallery.
10. This Agreement shall be governed by and construed under the laws of the State of Idaho, 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.

11. This Agreement and attachments referenced herein, 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 either party shall be sent to the parties at the addresses set forth above by registered or certified mail, return receipt requested or overnight mail service with proof of delivery.

 12. Either party may terminate this Agreement by giving the other party 30 calendar days written notice.
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I have read and agree to the attached Terms and Conditions Governing Artwork Loan Agreement, and certify that I am the owner, or the agent of 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's Signature: _____ Date: _____

Lender's Printed Name and Title: _____

Signature for Gallery: _____ Date: _____

Printed Name and Title for Gallery: _____

Please sign, date, and return the completed Loan Agreement to the Gallery. A countersigned copy will be returned to you for your records.