



MEMBERS SHOW LOAN AGREEMENT

I. CONTACT INFORMATION

Lender (full name): _____

Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

Designated representative: _____

II. ARTWORK DESCRIPTION

Title: _____

Year completed: _____ Dimensions (inches including frame) /Duration: _____

Medium: _____ Credit line: _____

III. ARTWORK SALES

Is this Artwork for sale? (check one) Y N **If yes, complete the following:**

1. Note by which method you would like sales to be conducted (check one):

The MAC Other _____ (i.e. Gallery Representation).

a. In the case of sales conducted by "Other", Lender agrees to donate to The MAC _____% for facilitation of the sale.

b. If Lender would like The MAC to facilitate the sale, Lender agrees to the following minimum division of net collected funds for Artwork sold by The MAC: 15% donation to The MAC to cover transaction fees, 85% to the Lender.

i. If you would like to donate a larger percentage of sale to The MAC, indicate percentage breakdown: _____% The MAC, _____% Lender.

IV. ACKNOWLEDGEMENT

Signatures below acknowledge acceptance of the conditions and terms listed in this Agreement.

Borrower Signature Date

Lender Signature Date

V. RETURN RECEIPT

It is hereby acknowledged by Lender that all Artwork listed above or on any attached sheets have been received back in satisfactory condition.

Borrower Signature Date

Lender Signature Date



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CONDITIONS FOR INCOMING LOANS

Lender hereby loans to The MAC the artwork listed above, hereinafter referred to as "Artwork." One or more additional Artwork Description Sheet(s) may be incorporated into this Agreement. All additional sheets shall be initialed by the Lender and by an officer of The MAC.

Care and Preservation

1. Artwork covered by this loan agreement will remain in the condition in which it is received. Artwork will not be transferred, cleaned, repaired, restored, altered, or replicated in any way without the written permission of the Lender. Artwork will be under regular surveillance by the borrowers staff while open to the public, in a secure building.
2. The MAC will exercise such precautions as are agreed to by The MAC and the Lender for the safekeeping and preservation of the Artwork.

Packing and Shipping

3. Artwork will be returned via the same method it was received, unless otherwise agreed to in writing.

Insurance and Costs

4. The MAC will provide insurance for the Artwork from the moment The MAC or its agent takes possession until the Artwork is returned to Lender's custody under The MAC's all risk fine arts policy against physical loss or damage while on location during the period of this loan. The MAC is not responsible for the loss or damage of Artwork while in transit or Artwork left after the required pick up date (see **Notification and Return** below). The MAC's insurance policy contains certain common exclusions including loss or damage resulting from wear and tear and/or gradual deterioration and/or inherent vice; damage to and directly resulting from repairing, restoration or retouching process; and includes certain other exclusions from time to time such as loss or damage due to acts of terrorism, war, hostilities or insurrection. It is understood by Lender that all tangible objects are subject to gradual inherent deterioration for which The MAC is not responsible. Lender agrees that, in the event of loss or damage, recovery shall be limited to the amount, if any, paid by the insurer.

Reproduction and Credit

2. The Lender agrees that the Artwork may be photographed, and otherwise reproduced by The MAC for record, education, publicity purposes, and/or reproduction in an exhibit catalog or research publication. The MAC will obtain written permission from the Lender for all other uses

Notification and Return

7. Artwork will be available for pick up Tuesday, September 3 through Saturday, September 7 from 12-5 PM. The MAC will send email notification after the closing of the exhibition for all works to be collected.
8. If Artwork remains after Saturday, September 7, The MAC is not liable for loss or damage. Artworks that are not claimed by the Lender within thirty (30) days of the exhibition closing (September 1, 2019) convert to an unrestricted gift to The MAC, provided The MAC has given sufficient notice to the Lender of the intention to convert and provided the Lender has not made an action to reclaim the loan within those thirty (30) days.
9. The MAC requests that Lenders who sell their Artwork as a result of the show arrange separately for delivery to the buyer.

Change of Ownership and/or Address

10. It is the responsibility of the Lender to notify The MAC promptly if there is any change in the identity or address of the Lender. Artwork will be returned only to the Lender of record or their designated representative.