



Lending and Licensing Agreement

For temporary loan of a work of art by the artist

This agreement ("Agreement"), entered this [day] of [month], [year], between [artist name] ("Artist") and the Ohio Feminist Art Museum ("OFAM"), shall govern the rights of the Artist and OFAM with respect to the artwork(s) described herein.

I. Parties

Ohio Feminist Art Museum
68 Nadine PL N
Westerville, OH 43081

[Artist Name]
[Artist Address]
[Artist Contact Information]

II. Artworks

[ALTERNATIVE A — SINGLE WORK]

The Artist agrees to loan the following artwork(s) to OFAM in furtherance of the museum's charitable purpose.

Title:

Artist:

Medium:

Size:

Date Created:

Insurance Value:

Condition of Work:

Framing and Mounting Information:

Documentation:

OR

[ALTERNATE B — MULTIPLE WORKS]

The Artist agrees to loan the works described in the Attached Inventory, hereby incorporated by reference, to OFAM in furtherance of the museum's charitable purpose.

[USE ATTACHEMENT TO DETAIL MULTIPLE WORKS]



III. Duration of Agreement

- A. The aforementioned work will be lent to OFAM on a temporary basis. The works will be lent to OFAM from _____ date to _____ date for use in the following exhibitions or projects: [BRIEF DESCRIPTION OF PROJECT OR EXHIBITION].
- B. Should the work not be retrieved by the Artist following the planned loan, OFAM reserves the right to continue use of the work under the other terms of this agreement and continue to exhibit the work, with notice to the Artist, until arrangements for its retrieval have been made.

IV. Use of Work

The Artist agrees that the work may be used as OFAM sees fit to further its charitable mission. This includes but is not limited to public display of the work on premises, online display as part of a virtual exhibition, and reproduction for publicity and documentation purposes.

V. Copyright

The Artist hereby grants and assigns to OFAM the exclusive rights to publish, print, employ, advertise, or otherwise utilize the Work in any form for a period concurrent with OFAM's physical possession of the work, unless modified by a writing signed by both parties.

VI. Merchandising

- A. The Artist hereby grants the right reproduce the work on merchandise to be sold for the benefits of OFAM's mission.
- B. If such goods are produced, OFAM will provide a royalty to the Artist on a per item basis.
- C. The Artist will be given an opportunity to approve such merchandise prior to production.
- D. The right to create new merchandise shall cease when the work is returned to the Artist unless an additional agreement is entered into.
- E. Regardless of the existence of a new agreement, OFAM shall retain the right to sell the remainder of the merchandise already created but is not obligated to do so.

VII. Warranties



The Artist warrants that the donated work is an original work to which the Artist holds exclusive copyright except for any disclaimed material described here: [DESCRIPTION OF NON-ORIGINAL MATERIAL INCLUDED IN THE WORK].

VIII. Indemnification

The Artist agrees to indemnify OFAM for any claim of copyright infringement by other artists which may arise as a result of display of the work.

IX. Incidental Infringement

OFAM will make reasonable efforts to protect the rights of the Artist and OFAM in the works loaned. The Artist agrees to hold OFAM harmless for incidental infringement by third parties occurring as a result of OFAM's display of the work.

X. Delivery

The Artist shall be responsible for delivering or shipping the work to OFAM. The work should be delivered to [ADDRESS] on [DATE].

XI. Liability During Transport

OFAM will become liable for the care and maintenance of the works only upon physical receipt and acknowledgement of the items. Liability during transport to OFAM will rest with the Artist. Unless other arrangements have been made, art will be returned in the same manner it was received, with any associated costs and insurance to be covered by the Artist.

XII. Insurance

OFAM maintains general property insurance which may cover the work dependent on value of the work and location of the exhibition. Should the Artist wish for the piece to be additionally insured, it is the Artist's responsibility to obtain such insurance and OFAM will be happy to cooperate in that process.

XIII. Misc.



- a. **Choice of Law.** This agreement is to be governed for all purposes by and construed in accordance with the law of Ohio.
- b. **Severability.** If any particular term, covenant, or provision of this agreement is determined to be invalid or unenforceable, the invalidity or unenforceability thereof will not affect the remaining provisions of this agreement, which will nevertheless remain in full force and effect.
- c. **Captions.** Any captions or headings to the sections of this agreement are solely for the convenience of the parties hereto, are not part of this agreement, and are not to be used for the interpretation or determination of the validity hereof.
- d. **No waiver.** No waiver or modification of any of the terms of this agreement will be valid unless in writing. No waiver by either party of a breach hereof or default hereunder will be deemed a waiver by such party of any subsequent breach or default.
- e. **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all pre-existing agreements and understandings between them with respect thereto.

The parties hereby consent to the above agreement.

[Artist] Date

Ohio Feminist Art Museum

By [OFAM Representative, Title] Date

ATTACHMENT — INVENTORY OF WORKS TO BE LOANED

The following works are governed under the attached agreement:

ARTWORK 1

Title:

Artist:

Medium:

Size:

Date Created:

Insurance Value:

Condition of Work:

Framing and Mounting Information:

Documentation:

ARTWORK 2

Title:

Artist:

Medium:

Size:

Date Created:

Insurance Value:

Condition of Work:

Framing and Mounting Information:

Documentation:

ARTWORK 3

Title:

Artist:

Medium:

Size:

Date Created:

Insurance Value:

Condition of Work:

Framing and Mounting Information:

Documentation:

ARTWORK 4

Title:

Artist:

Medium:

Size:

Date Created:

Insurance Value:

Condition of Work:

Framing and Mounting Information:

Documentation: