



## **Lending and Licensing Agreement**

*For temporary loan of a work of art by an individual other than the artist*

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

### **I. Parties**

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

[Lender Name]  
[Lender Address]  
[Lender Contact Information]

### **II. Artworks**

[ALTERNATIVE A – SINGLE WORK]

The Lender agrees to lend the following artwork 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

[ALTERNATIVE B – Multiple Works]

The Lender 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(s) will be lent to OFAM on a temporary basis. The works will be lent to OFAM from [STARTING DATE] to [ENDING DATE] for use in the following exhibitions or projects: [BRIEF DESCRIPTION OF PROJECT OR EXHIBITION].
- B. If the work is not retrieved by the Lender 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 Lender, until arrangements for its retrieval have been made.

### **IV. Use of Work**

The Lender 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, online display as part of a virtual exhibition, and reproduction of the work for promotional or documentary purposes.

### **V. Copyright**

The donor agrees to license any and all copyright they hold in the work of art. The duration of the license will be concurrent with the length of the loan of the physical object.

The Lender

\_\_\_\_ Holds all copyright in the work

\_\_\_\_ Owns only the physical object and holds no copyright to the work

\_\_\_\_ Holds limited copyright rights based on an agreement with the author/artist of the work including the following rights:

\_\_\_\_ Right to Display

\_\_\_\_ Right to Reproduce

\_\_\_\_ Right to Distribute

\_\_\_\_ Right to Perform

### **VI. Warranties**

The Lender warrants that, to the best of the Lender's knowledge, the Lender owns the physical property donated and any copyright mentioned above in Article V, free and clear of any liens, and the Lender has the full right, power and authority to loan the work and license the rights to OFAM.

## **VII. Recognition of Lender**

If different from the Lender, the name of the party to be recognized as having loaned the work for display to OFAM will be listed on the gallery label and all other publicity or promotional materials as follows:

[INDIVIDUAL OR ORGANIZATIONAL NAME AS IT SHOULD BE USED FOR RECOGNITION]

## **VIII. Delivery**

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

## **IX. 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 and from OFAM will rest with the Lender. 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 Lender.

## **X. Insurance**

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

## **XI. 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.

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[Lender] Date

Ohio Feminist Art Museum

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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: