



# Artwork Loan Agreement with The Desert Foothills Gallery/Library and Sonoran Arts League

This document outlines the terms and conditions governing incoming/outgoing loans of artwork for exhibit and sale at The Desert Foothills Gallery located in the Desert Foothills Library at 38443 N Schoolhouse Rd., Cave Creek, Arizona.

**GENERAL:** Objects on loan to the SONORAN ARTS LEAGUE/DESERT FOOTHILLS LIBRARY shall remain in their possession during the time specified for the exhibit as noted on the **Art Description Contract** for the exhibit. SONORAN ARTS LEAGUE/DESERT FOOTHILLS LIBRARY reserves the right to withdraw or relocate the loaned object(s) at any time. Delivery and return responsibilities and cost will be borne by the LENDER. Unless otherwise noted in writing, SONORAN ARTS LEAGUE/DESERT FOOTHILLS LIBRARY has the right to photograph or have reproduced the object(s) on loan for publicity, brochure, and educational purposes.

**CARE:** The LENDER certifies that the condition of the loan object(s) as stated in the **Art Description Contract** is accurate and that the loan object(s) will withstand ordinary strains of hanging and installation. The LENDER is responsible for delivery and return of all art works.

**WAIVER AND ASSUMPTION OF RISK:** The LENDER specifically waves any liability or claims arising as a result of participating in SONORAN ARTS LEAGUE exhibits at The Desert Foothills Gallery/Library. The liability for any personal injury or damage to, loss of, or any other type of damage to the LENDER's work shall be the sole responsibility of the LENDER.

**AGREEMENT:** This agreement is effective between SONORAN ARTS LEAGUE/DESERT FOOTHILLS LIBRARY and the participating LENDER.

**PERMISSION TO EXHIBIT:** SONORAN ARTS LEAGUE/DESERT FOOTHILLS LIBRARY authorizes permission for LENDER to exhibit for sale the work(s) listed in the **Artwork Description Contract**.

**INSTALLATION AND REMOVAL:** LENDER agrees to deliver and remove the work(s) on the assigned dates.

**PRICING:** LENDER shall set the prices of their work.

**SALES:** All work is available for sale while on exhibit at the price indicated by the LENDER as displayed. Purchaser's will make payment to the DESERT FOOTHILLS LIBRARY and may take their purchase at the close of the exhibit. If arrangements can be made with the LENDER to provide a replacement for the sold work for the remainder of the exhibit, the purchased piece may be removed when the replacement is delivered.



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**NOTIFICATION OF SALE:** DESERT FOOTHILLS LIBRARY will notify the SONORAN ARTS LEAGUE and Desert Foothills Gallery Committee Chairperson, via email, after a sale of a piece of artwork, specifying the artist, title of the work, and the sales price. The Desert Foothills Library will also notify the artist of the sale.

**REPLACEMENT OF SOLD ART:** The Desert Foothills Gallery Committee will be responsible for arranging the possible replacement of sold art if necessary.

**COMMISSION ON SALES:** Total commission on all sales is 25%. The DESERT FOOTHILLS LIBRARY will retain 20% of the total commission and the SONORAN ARTS LEAGUE will retain the remaining 5% of the total commission.

**PAYMENT TO ARTIST:** DESERT FOOTHILLS LIBRARY will make payment of the sales price less the commission (25%) of all sold artwork directly to the artist.

**RETURN OF LOAN ITEMS:** Specific decisions regarding an extension of the loan will be made by the SONORAN ARTS LEAGUE/DESERT FOOTHILLS LIBRARY in advance of the end of an exhibit. Without a mutually agreed upon extension, the return of the work(s) will be expected on the date indicated as the end date in the **Artwork Description Contract** for the exhibit. Upon expiration of the loan, the “un-sold” work(s) will be released to the LENDER or duly authorized agent or representative. The SONORAN ARTS LEAGUE/DESERT FOOTHILLS LIBRARY expects that the LENDER or LENDER’s representative will pick up the artwork on the date and time and at the location specified by the Desert Foothills Gallery Committee for the exhibit. If SONORAN ARTS LEAGUE/DESERT FOOTHILLS LIBRARY is unable to contact the LENDER, and no special arrangements have been made for the return of the loaned item(s), the work(s) may be placed in storage at the LENDER’s risk and expense. It is the responsibility of the LENDER to keep SONORAN ARTS LEAGUE/DESERT FOOTHILLS LIBRARY informed of any change of address or phone number.

**I HAVE READ AND AGREE TO THE CONDITIONS AS STATED ON THIS ARTWORK LOAN AGREEMENT.** Failure to comply with these conditions may result in a Sonoran Arts League Board of Directors review.

**LENDER (or representative) SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_