MICHENER ART MUSEUM

Agreement for Incoming Loans

James A. Michener Art Museum
138 South Pine Street, Doylestown, Pennsylvania, 18901
Telephone: 215-340-9800. Fax: 215-340-9807
www.michenerartmuseum.org

Please complete, sign, date and return to the Registrar.
A countersigned copy will be returned to you.

Lender

Name: **New Hope-Solebury School District co: Dr. Charles Lentz, Superintendent**

Address: 180 West Bridge St., New Hope, PA

Telephone(h) 215-862-5372 Telephone(c) _____ Email clentz@nhsd.org

Credit Line (REQUIRED): **New Hope-Solebury School District**
PLEASE EDIT TO REFLECT HOW YOU WOULD LIKE YOUR LOAN(S) TO BE CREDITED IN THE EXHIBIT / PUBLICATION

Loan Period

Loan dates: August 11, 2027 – February 16, 2028
LOAN DATES SUBJECT TO CHANGE BASED ON SHIPPING AVAILABILITY

Exhibition title: *Under A Golden Sky: The Art and Advocacy of Mary Elizabeth Price*

Exhibition dates: September 11, 2027 – January 16, 2028

Object

Artist: **SEE ADDENDUM**

Title of work: _____

Date _____ Medium _____

Size of object:	Size of pedestal or frame:	Weight of object:
_____ inches	_____ inches	_____ lbs.
height x width x depth	**height x width x depth**	

Photography

Do you have professional photography of the object available? Yes☐ No ☑

If so, in what format/ resolution? (please send image files with completed form) _____

Insurance (REQUIRED)

Insurance value $ _____

Please indicate your selection:
✓ Insurance to be carried by Michener Art Museum
_____ Insurance to be carried by Lender
_____ Insurance to be waived

Shipping & Installation

The Registrar will contact the Lender regarding transportation. **Please list any special instructions for packing, transport, and installation below.**

May the museum staff dust the object(s) while on view? Yes☑ No ☐

Sign & Date

I have read and agree to the conditions above and on the reverse side of this agreement.
I certify that I have full authority to enter into this agreement.

School Board President
Signature and title of Lender — Date

Registrar — Date

CONDITIONS GOVERNING LOANS

CARE, PRESERVATION, EXHIBITION

1. The James A. Michener Art Museum ("the Museum") will provide the loaned object with the same degree of protection from fire, theft, mishandling, dirt and insects, and extremes of light, temperature and humidity while the object is in the Museum's custody, as it does to comparable property in its own collection. At the same time it is understood by the Lender and the Museum that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible.

2. It is understood that an object, which, in the opinion of the Museum, shows evidence of infestation with insects, mold or mildew, whether upon receipt or while in custody of the Museum may be fumigated at the discretion of the Museum. Except in an emergency situation, the Lender will be requested to provide advance written authorization for any alteration, restoration, or repair to the loaned object. The Museum for its own purposes may examine objects by such modern scientific methods as it deems reasonable. Information gathered will remain confidential.

3. If the object borrowed is offered for sale, it is understood that in the event the object is sold during the period of the loan, it will nonetheless remain in the exhibition until the expiration of the loan period.

4. The attribution given to the object is supplied by the Lender. If the attribution has not been verified by the Museum, the fact that the object is in the Museum's custody shall not be construed to indicate an endorsement of or an expression of opinion by the Museum as to the accuracy of the attribution.

5. The Museum retains the exclusive right to determine when, if, and for how long the object borrowed will be exhibited.

TRANSPORTATION AND PACKING

1. The Lender certifies that prior to shipment the loaned object is in condition to withstand the ordinary strains of packing and transportation. It will be assumed that the object is received in the same condition as it was when leaving the Lender's possession. Evidence of damage at the time of receipt or while in the Museum's custody will be reported immediately to the Lender. The Museum will make condition reports on the object upon its arrival and departure that will be made available to the Lender upon request.

2. Costs of transportation and packing will be borne by the Museum unless the loan is at the Lender's request, in which case such costs will be borne by the Lender. The method of shipment must be agreed upon by both parties. If the Lender requests (without prior written consent) that the object be returned to any address other than that from which it was collected, the Lender shall pay any additional costs necessitated by such a change.

3. The Lender will assure that the object lent is adequately and securely packed for the type of shipment agreed upon, and will provide the Museum with any special instructions for unpacking and repacking. The object will be returned packed in the same or similar materials as received unless a change or modification is authorized by the Lender.

4. Governments regulations will be adhered to in international shipments.

INSURANCE

1. The object will be insured for the amount (which must reflect fair market value) specified by the Lender on the face of this Agreement under the Museum's "all-risk" wall-to-wall policy, subject to standard exclusions.

2. If the object is to be insured by the Museum, a Certificate of Insurance will be provided upon the Lender's request.

3. If the object has been industrially fabricated and can be replaced to the artist's specification, the Museum's liability shall be limited to the cost of such replacement. If the Lender fails to provide a value for insurance purposes, Lender hereby agrees that the Museum, in its sole discretion, will set an estimated value for such purposes for the period of the loan. The insurance value is not to be considered an appraisal by the Museum.

4. In the event the Museum is unable to provide coverage for items which are difficult to insure, the Lender must either self-insure or maintain their own insurance on such works.

5. If the Lender elects or is required to maintain their own insurance coverage, the Museum must be supplied with a Certificate of Insurance prior to the shipment of the object to the Museum, naming the Museum as an additional insured, or waiving rights of subrogation. If the Lender fails to provide the Museum with such a Certificate, this failure shall constitute a waiver of insurance by the Lender. If the insurance is waived by the Lender, this waiver shall constitute the agreement by the Lender to release and hold harmless the Museum, its trustee, officers, agents and employees (and in case of traveling exhibitions, the participating museums) from any and all liability for damage to or loss of the loaned object.

6. The Museum shall not be responsible for any error or deficiency in information furnished by the Lender to the insurer or for any lapses in such coverage. It is the responsibility of the Lender to update insurance valuation, and notify the Museum of such change.

REPRODUCTION AND CREDIT

1. Unless otherwise notified in writing by the Lender, the Museum and other media outlets may photograph, videotape, telecast or reproduce the lent object(s) both digitally and in print for educational, catalogue, and publicity purposes in connection with this exhibition.

2. Professional reproduction-quality photography by anyone other than the Museum will be allowed only with the written permission from the Lender.

3. It is understood that an object on exhibit may be photographed by the general public without the use of flash or tripod unless otherwise stated on the face of this Agreement.

4. Unless otherwise instructed in writing, the Museum will give credit to the Lender as specified on the face of this Agreement in any publications.

CHANGE IN OWNERSHIP AND/OR ADDRESS

1. It is the responsibility of the Lender or their agent to notify the Museum promptly in writing if there is a change in ownership of the object (whether by inter vivos or testamentary transfer or by intestacy), or if there is a change in the identity or address of the Lender. The Museum assumes no responsibility to search for a Lender (or owner) who cannot be reached at the address of record.

RETURN OF LOANS

1. Unless otherwise agreed upon in writing, a loan terminates on the date specified on the face of this Agreement. Upon termination of a loan the Lender agrees to accept the return of the object.

2. The loaned object will be returned only to the Lender or to a location mutually agreed upon in writing by the Museum and the Lender. In case of uncertainty, a claimant will be required to establish legal authority by proof satisfactory to the Museum.

3. When the object is returned, the Museum will provide the Lender with a return receipt. If this form is not signed and returned by the Lender or their designated agent within thirty days, the Museum will not be responsible for any damage or loss. In the event of any damage or loss of the object in transit, the Museum is to be notified immediately, followed by a written report including photographs, if possible. The carrier must also be notified immediately, and all packing materials saved for inspection.

4. If the Museum's efforts to return the object following termination of the loan are unsuccessful, the object will be maintained at the Lender's risk and expense for a maximum of three years. If after three years the object has not been claimed, then in consideration for maintenance and safeguarding of the object, the Lender/owner shall be deemed to have made an unrestricted gift of the object to the Museum.

APPLICABLE LAW

1. This agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. In the event any clause or provision or any portion thereof shall be declared void or invalid for any reason whatsoever, all remaining clauses or provisions of this loan agreement shall remain binding and effective.

2. This agreement may be executed through the exchange of electronic or facsimile signatures. A signed copy of this agreement delivered by email, facsimile, or other means of electronic submission shall be deemed to have the same legal effect as delivery of an original signed copy of the agreement.

ADDENDUM

Exhibition title *Under A Golden Sky: The Art and Advocacy of Mary Elizabeth Price*

Exhibition dates September 11, 2027 – January 16, 2028

ARTWORKS:

ARTIST	TITLE	DATE	MEDIUM	MEASUREMENTS	INSURANCE VALUE
Mary Elizabeth Price	*Royal Family of Bruges*	ca. 1926	Oil on canvas	30 x 36 inches	$55,000.00
Fern I. Coppedge	*The Golden Arno*	ca. 1926	Oil on canvas	30 x 30 inches	$85,000.00