

WATER'S EDGE GALLERY AT THE RIVERSIDE HOTEL - ARTWORK LOAN AND DISPLAY AGREEMENT

ARTWORK DESCRIPTION FORM

(THIS FORM MUST BE FILLED OUT FOR EACH PIECE OF ARTWORK ON LOAN OR DISPLAY)

LENDER NAME: _____

EXHIBITION DATES: _____

TOTAL NUMBER OF ARTWORK PIECES BEING LOANED/DISPLAYED: _____

PIECE #1

TITLE AND DATE OF WORK: _____

SALE/INSURANCE VALUE: _____

ARTWORK SUBJECT DESCRIPTION: _____

MEDIUM SUPPORT: _____

FRAMING DESCRIPTION (if applicable): _____

DIMENSIONS (without frame or base): _____

DIMENSIONS (including frame or base): _____

IS THIS PIECE AVAILABLE FOR PURCHASE? YES NO IF YES, LIST PRICE: \$ _____

(Please refer to conditions on pages 2 and 3 of this document)

PIECE #2

TITLE AND DATE OF WORK: _____

SALE/INSURANCE VALUE: _____

ARTWORK SUBJECT DESCRIPTION: _____

MEDIUM SUPPORT: _____

FRAMING DESCRIPTION (if applicable): _____

DIMENSIONS (without frame or base): _____

DIMENSIONS (including frame or base): _____

IS THIS PIECE AVAILABLE FOR PURCHASE? YES NO IF YES, LIST PRICE: \$ _____

(Please refer to conditions on pages 2 and 3 of this document)

Continued, next page

PIECE #3

TITLE AND DATE OF WORK: _____
SALE/INSURANCE VALUE: _____
ARTWORK SUBJECT DESCRIPTION: _____
MEDIUM SUPPORT: _____
FRAMING DESCRIPTION (if applicable): _____
DIMENSIONS (without frame or base): _____
DIMENSIONS (including frame or base): _____
IS THIS PIECE AVAILABLE FOR PURCHASE? YES NO IF YES, LIST PRICE: \$ _____

(Please refer to conditions on pages 2 and 3 of this document)

PIECE #4

TITLE AND DATE OF WORK: _____
SALE/INSURANCE VALUE: _____
ARTWORK SUBJECT DESCRIPTION: _____
MEDIUM SUPPORT: _____
FRAMING DESCRIPTION (if applicable): _____
DIMENSIONS (without frame or base): _____
DIMENSIONS (including frame or base): _____
IS THIS PIECE AVAILABLE FOR PURCHASE? YES NO IF YES, LIST PRICE: \$ _____

(Please refer to conditions on pages 2 and 3 of this document)

PIECE #5

TITLE AND DATE OF WORK: _____
SALE/INSURANCE VALUE: _____
ARTWORK SUBJECT DESCRIPTION: _____
MEDIUM SUPPORT: _____
FRAMING DESCRIPTION (if applicable): _____
DIMENSIONS (without frame or base): _____
DIMENSIONS (including frame or base): _____
IS THIS PIECE AVAILABLE FOR PURCHASE? YES NO IF YES, LIST PRICE: \$ _____

(Please refer to conditions on pages 2 and 3 of this document)

WATER'S EDGE GALLERY AT THE RIVERSIDE HOTEL

ARTWORK LOAN AND DISPLAY AGREEMENT

DATE: _____

This Artwork Loan and Display Agreement is entered into by _____ (Lender) and Riverside Hospitality, LLC, dba The Riverside Hotel, Water's Edge Gallery as follows:

LENDER NAME: _____

MAILING ADDRESS: _____

PHONE: _____

EMAIL: _____

ARTIST NAME (if different from Lender) _____

CREDIT LINE (FOR LABEL/CARD) _____

HOW MANY PIECES OF ARTWORK ARE SUBJECT TO THIS AGREEMENT? _____

(Lender will provide by written attachment hereto the information requested in the Agreement with regard to each piece of artwork. See attached artwork description form, and complete for each piece of artwork to be loaned or displayed)

EXHIBITION TITLE (if applicable): _____

EXHIBITION COMMENCEMENT DATE: _____

EXHIBITION TERMINATION DATE: _____

SALE/INSURANCE VALUE (TOTAL) OF LOANED OR DISPLAYED WORKS: _____

ARE THE WORKS AVAILABLE FOR PURCHASE? YES NO

(Please refer to conditions on page 3 of this document)

DO YOU WISH TO CARRY YOUR OWN INSURANCE? YES NO

(Please refer to conditions on page 2 of this document)

IF YOU DO NOT HOLD EXCLUSIVE COPYRIGHT, IDENTIFY THE CURRENT HOLDER:

PHOTOGRAPHER CREDIT (if applicable): _____

LENDER'S SPECIAL INSTRUCTIONS: _____

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TERMS AND CONDITIONS GOVERNING ARTWORK LOAN AND DISPLAY AGREEMENT

1. Unless permission is refused in writing, it is understood that the Lender authorizes Water's Edge Gallery at Riverside Hotel, (Gallery) to photograph and reproduce in any media the loans for catalogue publications and for archival, educational, and publicity purposes. Unless otherwise instructed in writing, Gallery will grant credit to the Lender as specified on page 1 of this agreement in any labels or publications. **Each piece of loaned or displayed artwork must have a completed Artwork Description Form returned with this Agreement.** Gallery shall have no obligation or liability hereunder for any piece of artwork that is not identified and described in writing as required herein.
2. Unless the Lender elects to maintain its own insurance coverage for the loan period, the Gallery will insure this Artwork under an all risk property insurance policy, for the amount indicated on the **Artwork Description Form**, against all risks of physical loss or damage from any external cause while on location during the specified period of the loan. The policy referred to contains limitations for act of God and the usual exclusions for loss or damage due to wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to and resulting from any authorized repairing, restoration or retouching process, or due to such causes as hostile or warlike action in time of peace and war, atomic, nuclear or radioactive force, reaction or contamination, insurrection, rebellion, civil war, usurped power, action taken by governmental authority in hindering, combating, or defending against such an occurrence, seizure, or destruction under quarantine or customs regulation, confiscation by order of any governmental or public authority, or risks of contraband or illegal transportation or trade. The party that makes the transportation arrangements for the Artwork to or from the Exhibit must provide for appropriate insurance coverage as specified herein.
3. If the Lender elects to maintain its own insurance, the Lender's insurance shall be primary. Lender agrees to request a waiver of subrogation from its insurer in writing in favor of the Gallery prior to the Exhibit. If the Lender fails to request the waiver of subrogation, the agreement shall constitute a release of the Gallery from all liability in connection with the loan.
4. The work shall remain in the possession of the Gallery in the Exhibition for which it has been borrowed, for the time specified in the agreement, but may be withdrawn from Exhibition at any time by the Gallery. If the legal ownership of the loan shall change during the period of the loan, the new owner may, prior to its return, be required to establish legal right to receive the loan by proof satisfactory to the Gallery. Lender may choose to make arrangements for the return of the loan at Lender's expense, including insurance, at the loan termination date by notifying Gallery in writing 15 calendar days prior to the termination of the Agreement.
5. Except in case of emergency to preserve the Artwork, the work of art will not be cleaned, restored, or otherwise altered without the written consent of the Lender. In the case of an emergency, the Lender will be notified by telephone and in writing.

Continued, next page

6. If the work is for sale and is sold during the period of this loan, the Lender shall pay twenty percent (20%) of the selling price to the Gallery at the conclusion of the work's exhibition term. Any sale of artwork included in this agreement shall be handled directly between Water's Edge Gallery at Riverside Hotel and the buyer. The Gallery will notify the owner of a sale so Lender may replace the sold piece if agreed upon. If a piece needs to be removed from the hotel before the specified date in this agreement, the owner will notify their Gallery contact immediately.
7. Except as set forth by Lender, above, Lender warrants that it has all right, title and ownership interest in the Artwork, and that the Artwork is not subject to any ownership, lien, encumbrance, copyright infringement, or other claim by any other person or entity. Lender agrees that it shall not take any action to limit or affect this warranty during the term of this Agreement unless it obtains the advance written agreement of the Gallery.
8. This Agreement shall be governed by and construed under the laws of the State of Idaho, which shall also be the forum for any litigation arising from or incident to this Agreement. This Agreement may not be assigned by either party without the express written consent of the other, in advance.
9. This Agreement and attachments referenced herein, constitute the entire understanding between the parties with respect to the subject matter hereof and may be amended at any time only upon mutual written agreement of the parties. Any notice to either party shall be sent to the parties at the addresses set forth above by registered or certified mail, return receipt requested or overnight mail service, with proof of delivery.
10. Either party may terminate this Agreement by giving the other party 30 calendar days written notice.

I have read and agree to the attached Terms and Conditions Governing Artwork Loan Agreement, and certify that I am the owner, or the agent of the owner, authorized to agree thereto. I understand that by signing this Agreement, I agree to be bound by all of the provisions set forth herein.

Lender's Signature: _____ Date: _____

Lender's Printed Name and Title: _____

Signature for Gallery: _____ Date: _____

Printed Name and Title for Gallery: _____

Please sign, date and return the completed Loan Agreement to the Gallery. A countersigned copy will be returned to you for your records.

Please include the following information about
your artwork to be displayed:

Artist Name: _____

Signature Memberships: _____

Title of Artwork: _____

Dimensions of Artwork: _____

Medium and Media: _____

Price: _____

Phone Number or email address to contact

for purchase: _____

Example:

John Doe, aws, iws

The Masterpiece

24" x 36"

Oil on Canvas

\$2600 (to purchase, call
208.555.1000)