

AGREEMENT

LOAN OF WORKS OF ART AND OTHER PROPERTY

BORROWER:

Foothill-De Anza Community College District
12345 El Monte Road
Los Altos Hills, CA 94022
(650) 949-6146

LENDER:

Name _____ Exhibition _____
Address _____ Location _____
_____ Date Delivered _____
Phone _____ Date Returned _____

Description/Title of Work	Name of Artist	Date of Work	Origin	Estimated Value by Lender

LENDER hereby grants permission to the Foothill-De Anza Community College District to use the above-described item(s) in the above-indicated exhibition during the times indicated. The CONDITIONS AND TERMS appearing on the reverse side of this agreement are hereby accepted by both LENDER and BORROWER.

BORROWER: By _____
Date _____

LENDER: By _____
Date _____

CONDITIONS AND TERMS OF LOAN AGREEMENT:

1. **REPRODUCTION.** LENDER hereby gives the BORROWER the right to photograph or otherwise record the described item(s) in any medium for purposes of record, catalog reproduction, education, or publicity and the right to permit any person or persons to do the same.
2. **BORROWER'S INSURANCE.** The BORROWER will insure said item(s) wall-to-wall under the terms, conditions, and monetary limits of its Fine Arts Insurance Policy. Said policy has a maximum aggregate limit of Two Hundred Thousand Dollars (\$200,000) regardless of the number of items and/or the number of claimants involved in any one claim. It is the responsibility of LENDER to ascertain whether additional insurance coverage is necessary and to procure the same, notwithstanding the fact that on some occasions the limits may be increased at the discretion of the BORROWER. Maximum limit: \$10,000 per article. The BORROWER has a Five Hundred Dollar (\$500) deductible per loss or damage.
3. **LENDER'S INSURANCE.** Insurance Company _____ Policy No. _____. If LENDER maintains his own insurance coverage for the described work(s), any insurance coverage by the BORROWER for said item(s) shall be excess insurance only.
4. **INSURABLE VALUE.** The BORROWER will pay only the reasonable and fair value of any loss or destruction of or damage to the described item(s) during the time the same are in the possession and control of the BORROWER and within the monetary limits and under the conditions specified above. Such value must be proven before any claim will be paid, and such value is not necessarily equal to the estimates of value of the described item(s) indicated on the reverse side of this agreement.
5. **OWNERSHIP/AUTHORITY.** LENDER hereby expressly warrants that he/she is the owner of the described item(s) or is the legal representative of or has express authority to act as the agent for the owner in connection with the loan hereby made.

ACKNOWLEDGMENT OF RETURN OF LOANED ITEM(S):

LENDER hereby acknowledges receipt of the described item(s) loaned to the Foothill-De Anza Community College District under this agreement, all in good and acceptable condition.

LENDER

By _____

Date _____

Original to District Risk Management Office, Copy to Campus Borrower, Copy to Lender

Rev: March 4, 1999