

## ART LOAN AGREEMENT Between WASAA, MRT and the WASAA Artist

This agreement is between Merrimack **Repertory Theatre (MRT)** located at 132 Warren St, Lowell, MA 01852 and **the Artist**, a member of Western Avenue Artist Association (WASAA) at 122 Western Avenue Lowell Massachusetts 01851 for the exhibition of artwork at the MRT.

Whereas the Artist has created and owns the artwork(s) ("Artwork") listed in the Attachment A List of Artwork and desires to exhibit the same; and whereas the MRT desires to exhibit the Artwork in the Exhibition, in accordance with the requirements, terms and conditions included herein. This agreement shall not be modified or changed without written agreement of both parties.

The Artist acknowledges that s/he has the full power and authority to make this loan and that s/he has read the terms of the Loan/Consignment Agreement and that s/he agrees to abide by said terms.

### Attachments

Attachment A – List Of Artwork, Condition Statement(s), Special Handling and/or Hanging Instructions

TERM OF AGREEMENT: The term of this agreement is for the length of the selected show.

**The Artist will not ask for return of the Artwork prior to the Exhibition closing date unless the MRT breaches this agreement** (in which case Artist shall mail a termination notice to the MRT). Within thirty days after delivery of the termination notice, all Artwork shall be returned to the Artist at the MRT's expense.

This agreement shall expire ninety (90) days after the return delivery of the Artwork to the Artist. However, any claims against the MRT for restoration or repairs shall survive until cured. The agreement dates shall not be modified without written agreement of both parties.

#### 1. Delivery and Pick up of Work

Unless other arrangements are made, WASAA is responsible for delivery and pick up of artwork to and from the MRT. The Artist is responsible for packaging the Artwork appropriately for transportation.

The MRT is responsible for returning the Artwork to the WASAA in its original packaging.

#### 2. Installation and Handling Instructions

The Artist must include in writing as Attachment C to this agreement any necessary hanging, installation, de-installation, and sequencing diagrams or instructions, and any other special requirements at least one week prior to the pickup of the Artwork.

#### 3. Insurance

The MRT will insure the loaned work for the total amount (retail or insurance value, whichever applies) of the works indicated in the Loan Section. The Artist shall promptly notify the MRT of any changes in the loan valuation in writing. The MRT shall not be responsible for any amounts in excess of the value claimed. The MRT's insurance includes coverage while the work is in its care, custody and control.

#### 4. SALES

All sales will be arranged and handled privately between the artist and the buyer. The artist will deliver a check (made out to "MRT") to the WASAA representative upon sale of the work.

#### 5. PRICE LISTS — The WASAA provides price lists for the exhibition. This information is taken directly from the online registration form submitted by the artist.

#### 6. PRESENTATION – The Artist shall assume the cost of materials used to make the loaned art and shall be responsible for all costs of presentation, including, but not limited to, framing and casting.

#### 7. PUBLICITY– MRT shall not assume costs for photo reproduction of loaned art for press

mailings. Artist will provide photographs of work for the MRT and the WASAA to use for publicity.

8. RECEIPTS – Artwork shall be received and condition (wear, imperfections) noted upon delivery. A copy of the condition notes made by the MRT will be forwarded to the Artist only if obvious or substantive damage is found which has not been previously noted by the Artist in their condition statement.
9. LOSS OR DAMAGE – Unless other arrangements have been made (in writing) with the MRT, the MRT shall be responsible for insurance against loss or damage to the loaned art during the exhibition and for one week after the exhibition ends, or until the work is returned to the WASAA, whichever comes first.
10. CREDITORS- Property held in trust hereunder shall not be subject to claims of any creditor of MRT.
11. OWNERSHIP – The Artist represents that no person, as defined in Chapter 104A of the Massachusetts General Laws, has any title to, estate in, or right to possession of said work or art superior to that of the Artist.
12. AGENCY – During the period this agreement is in effect, the WASAA shall be the agent of the Artist for purposes exhibition of the loaned art.
13. NO ASSIGNMENT – None of the rights or interests of the parties hereunder may be assigned.
14. ENTIRE AGREEMENT – This agreement constitutes and contains the entire agreement of the parties hereto and supersedes any and all prior negotiations, correspondences, undertakings, and agreements between the parties.
15. This entire agreement shall be governed by the laws of the Commonwealth of Massachusetts, including, without limitation, Chapter 104A of the Massachusetts General Laws.
16. The artist will indicate acceptance of this agreement during the online submission process.