The Joy & Whimsy Depot Artwork Loan Agreement

| The | ne Artwork Loan Agreement (the "Agreemen | t") is made and entered | into this day of | | |
|-----|--|---------------------------|-------------------------|--|--|
| | , 20, by and between Th | ne Joy & Whimsy Depot, | an Ohio Non-Profit | | |
| Со | orporation ("JWD"), and | (the "Lender"). | | | |
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| 1. | Purpose of the Agreement: Lender agrees | s to loan the Artwork des | scribed in Exhibit A, | | |
| | Description of "Artwork," to JWD, subject to the terms and conditions below. | | | | |
| 2. | Exhibiting Location: 200 W. Dayton St., Le | ewisburg, OH 45338 (the | "Exhibiting Location"). | | |
| 3. | Term of Agreement: From, 2 | 20 to | , 20or as agreed | | |
| | by JWD and the Lender. | | | | |
| 4. | Receipt and Installation of the Artwork: Delivery and removal of the Artwork will be | | | | |
| | arranged between Lender and JWD staff. Unless otherwise agreed, Artwork will be | | | | |
| | received and displayed by the JWD staff. | | | | |
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- 5. Active Use of Gallery: JWD is an active exhibit, workplace and event venue that is open to the public and hosts meetings and other events. JWD will use its best efforts to prevent damage to, or theft of, the artwork. Subject to Section 6, Lender accepts full responsibility for any loss or damage that occurs to the Artwork while it is located in the Exhibiting Location.
- 6. <u>Insurance</u>: JWD has casualty insurance of up to \$5,000 per piece for Artwork displayed at the Exhibition Location as part of its property & casualty policy. JWD will not provide additional insurance for specific Artwork and cannot take any responsibility for any damage to or theft of Artwork at any time. Lender may supply their own insurance at their sole expense.
- 7. <u>Sale of Artwork</u>: JWD will provide the Lender's contact information to any JWD visitor interested in purchasing the Artwork. The Lender will have the opportunity at the end of the Exhibit to participate in a sale of Artwork displayed (and Lender's other artwork). JWD will not participate directly in any sales of Artwork.
- 8. <u>Compensation</u>: Neither JWD nor the Lender shall be compensated for displaying the Artwork. JWD <u>does not</u> charge a commission for sales that occur while Artwork is displayed or at the end of the exhibit.
- 9. <u>Reproduction Rights</u>: For recordkeeping purposes, photos may be taken by JWD at the time of receipt. Such photos shall not be reproduced or displayed without the consent of the Lender. Lender does not intend to transfer any of Lender's rights to JWD to reproduce the Artwork; provided, however, that the Artwork may appear in online and printed

materials for marketing, promotion or education distributed by JWD, such as flyers, signs, banners, e-mail announcements, web pages, and brochures.

- 10. <u>Packing and Transportation</u>: The Lender will be responsible for packing/shipping or delivery of the Artwork to and from JWD.
- 11. Notice: All notices required under this Agreement shall be in writing.

To Joy & Whimsy Depot
PO Box 60
200 W Dayton St.
Lewisburg, OH 45338
937-572-0994
smiles@joywhimsydepot.com

Lender's Address:

- 12. <u>Cancellation</u>: Either party may terminate this Agreement by giving the other party thirty (30) days' written notice.
- 13. <u>Right of Refusal</u>: JWD reserves the right to refuse any Artwork for any reason, including lack of adherence to exhibit theme/subject matter requirements.
- 14. <u>Jurisdiction</u>: This agreement is subject to the laws of the State of Ohio.

I/We have read and fully understand this Agreement and its terms and conditions and agree to fully comply with all of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the date first written above.

| Jane Wickham, Director | Lender's Signature |
|------------------------|-----------------------|
| Joy & Whimsy & Depot | |
| | Lender's Printed Name |

EXHIBIT A Description of Artwork

The loan of Artwork is subject to the terms and conditions stated in the Artwork Loan Agreement. The Lender acknowledges that (s)he has read and agreed to the stated terms and conditions.

| Artist: | eces: | |
|---------------------|---|---|
| Contact Info (Phone | e & Email) | |
| | | |
| Title of Artwork | Medium, Dimensions, Date Completed, Artwork Condition | Approximate Price (If Applicable) |
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