

The Joy & Whimsy Depot

Artwork Loan Agreement

The Artwork Loan Agreement (the "Agreement") is made and entered into on this date, _____, by and between The Joy & Whimsy Depot, an Ohio Non-Profit Corporation ("JWD"), and _____ (the "Lender").

1. Purpose of the Agreement: Lender agrees to loan the Artwork described in Exhibit A, Description of "Artwork," to JWD, subject to the terms and conditions below.
2. Exhibiting Location: 200 W. Dayton St., Lewisburg, OH 45338 (the "Exhibiting Location").
3. Term of Agreement: From _____ to _____ or 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.
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. Insurance: 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. Sale of Artwork: 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. Compensation: Neither JWD nor the Lender shall be compensated for displaying the Artwork. JWD does not charge a commission for sales that occur while Artwork is displayed or at the end of the exhibit.
9. Reproduction Rights: For record keeping 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.

