

**Sandler Center for the Performing Arts Art Gallery
Loan Acknowledgement and Waiver**



(to be signed and returned upon acceptance)

Please send completed form to:

Sandler Center Art Gallery
Virginia Beach Cultural Affairs Department
201 Market Street, Suite 204
Virginia Beach, VA 23462

Name of Lender (i.e., Artist, Institution, or Organization):

Contact Person: _____
Business Phone: _____ Cell Phone: _____
Fax Number: _____ Email Address: _____
Mailing Address: _____

Exhibit start date: _____ Exhibit end date: _____

Type of Art or Exhibit and Title of Exhibition:

All pieces selected for exhibit must arrive "ready to hang."

Artworks or objects to be loaned ("Artwork(s)"):

Please attach document with the following information:
Title of Work, Artist Name, Dimensions,
Medium/Material, Retail Value.

I. Lender agrees to loan the objects listed above ("Artwork(s)") to the City of Virginia Beach Cultural Affairs Department ("Department") and the Sandler Center for the Performing Arts ("Center") in connection with the "Sandler Center Art Gallery" subject to and in accordance with the terms and conditions of this Acknowledgement and Waiver ("Waiver") and the "Application Guidelines" (Guidelines). Lender warrants that it has the right to loan the Artwork(s) to the Office and Center and to agree to the waivers contemplated herein.

II. Term

A. The term of the loan begins when the Artwork(s) are delivered to the Center, and shall run through the agreed upon exhibit end date, plus a reasonable amount of time for the Artwork(s) to be reclaimed by Lender as described below. The "exhibit end date" means the date so specified on the first page of this Document.

B. Lender must arrange with the Department to reclaim all Artwork(s) within 1 day of the agreed upon exhibit end date. If the Department is unable to contact the Lender, or if no special arrangements have been made for the return of the loaned Artwork, or if the Lender fails to reclaim the Artwork(s) at the designated time, the Department may continue to display the Artwork(s), or it may place the Artwork(s) in

storage at the Lender's sole risk and expense. It is the responsibility of the Lender to contact the Department regarding any change of address, phone number, or e-mail address.

C. The Department reserves the right to relocate, remove and/or replace, at its sole discretion, any Artwork at any time. If such relocation, removal or replacement occurs, the Lender will be notified. Artwork removed by the Department must be reclaimed by the Lender no later than 30 days after notification of removal.

D. The Lender may not withdraw any Artwork from the exhibit space before the agreed upon exhibit end date unless agreed in writing by the Department.

III. Art installation and removal

A. In accordance with the Guidelines, all Artwork installations will be selected and approved by the Selection Committee ("Committee").

B. Artwork will be installed and removed by the Department with oversight by Program personnel. Artwork will be installed only in the location and configuration approved by the Committee. Further, all text associated with the exhibit of the Artwork(s) must be as approved by the Committee in accordance with the Guidelines.

C. Lender is responsible for all costs and risks associated with delivery and any storage of the Artwork(s). If, at the Department's option, the Department chooses to ship the Artwork(s) back to the Lender at the conclusion of the loan at Department's expense, all risks associated with packing and shipping the Artwork(s) will remain with the Lender.

D. The Lender agrees that the Committee will have the sole discretion to determine the display methods, configuration, location and environment for the Artwork(s).

IV. Indemnification

Lender agrees to indemnify, defend and hold harmless the City of Virginia Beach (the "City") and the Center, and its employees, officials, agents, consultants, and contractors against any and all liabilities, obligations, penalties, damages, claims, costs, charges and expenses (including costs and attorney's fees) which may be imposed upon, incurred by or asserted against the City or its employees, officials, agents, consultants or contractors, in any manner arising out of or related to the placement, installation, maintenance, use, removal or storage of any of the Artwork(s) displayed (or any associated text or other exhibit elements) including, without limitation, any tort, personal injuries or death or any damage to property and violations of any intellectual property rights, including, without limitation, any copyrights, trademarks or patents, or any person's right to publicity.

V. Warranties

Lender warrants that:

- A. it has the right to loan the Artwork(s);
- Lender Name (if legal entity): _____
- B. it has the authority to sign this waiver and acknowledgement including all provisions related to intellectual property rights; and
- Authorized Signature: _____
- C. the condition and nature of the Artwork(s) is such that it is suitable for and of sufficiently sturdy construction to be displayed in a storefront.
- Print Signatory Name: _____

VI. Copyright

- Print Signatory Title: _____
- A. If Lender is the creator of the Artwork(s), Lender acknowledges the rights of attribution and integrity conferred by Section 106A(a), paragraphs (2) and (3) of Title 17 of the U.S. Code, and any other rights of the same nature granted by U.S. federal, state or foreign laws, and of his/her own free act hereby waives such rights in the Artwork(s) with respect to any actions of the City of Virginia Beach and the Center in connection with the Artwork(s).
- Date: _____
- B. If Lender is not the creator of the Artwork(s) and the creator(s) are living persons, then Lender warrants that it has obtained a waiver, on behalf of the City, of the artist(s)' rights described above under VI.A.
 - C. Unless otherwise agreed, the Lender grants to the City and Center an irrevocable, nontransferable license to reproduce any of the Artwork as displayed pursuant to this Agreement in the City's and Center's advertising, catalogues, brochures, programs, media publicity, reports, presentations, video recordings, websites, and other similar publications.

VII. City nor Center not responsible for damage

- A. Display of Artwork is at Lender's risk. Lender understands and agrees that the Artwork(s) will be placed in a public space and cannot be safeguarded against acts of vandalism. The Lender will not hold the City or Center responsible for damage - whether or not it occurs while Artwork(s) are on display - caused by employees, tenants, vandalism, negligent work, civil disturbance, explosion, fire, unusual weather, military or police action, war, acts of God, the public enemy, or terrorism, or any other thing beyond the City's or Center's reasonable control whether foreseen or unforeseen. Further, the Lender will not hold the City or Center responsible for any damage or wear-and-tear caused by the presence of the Artwork in the gallery.
- B. Lender is solely responsible for insuring the Artwork(s).