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|  | **EXHIBITION LOAN AGREEMENT** |

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| **Exhibition Title** |  |
| **Exhibition Venue** |  |
| **Exhibition Dates** |  |
| **Name of Borrowing Organisation** |  |
| ***For MMAC*: Name and Contact Details of Link Management Committee Member (lead contact)** |  |
| ***For the Borrower*: Name and Contact Details of Key Responsible Person** |  |

1. **Introduction**

The Methodist Modern Art Collection (MMAC) is owned by the Methodist Church in Britain, with the Methodist Council as the trustees of the works of art, which are looked after by the MMAC Management Committee (‘The Lender’).

This Agreement accords with the *Guidance for Borrowers,* which will have been issued earlier and all points discussed and agreed.

The Lender will supply two ‘link’ members of the Management Committee and designate one as the lead contact, to advise and support the Borrower through the exhibition process to ensure the works of art are cared for and preserved for others to enjoy in future.

This Agreement is for the loan of the works of art listed in the Schedule below from the Lender to the Borrower.

1. **Care & Handling**

The works of art listed in the Schedule are in the care of the Borrower, who is responsible for returning them in the same condition as when they arrived.

Pictures must be removed carefully from crates and always handled wearing cotton or latex gloves to prevent scratches or fingerprints on the frames and glazing.

Many of the pictures are very heavy and should not be handled or hung by non-specialists. It is strongly recommended that pictures will be installed by a professionally qualified art technician obtained via MMAC. Once hung, the pictures must not be cleaned, dusted, handled, or moved.

Works of art will not be placed in direct sunlight or near sources of heat.

Crates and wrapping materials should be stored by the Borrower during the Exhibition and kept clean and dry for the return.

1. **Condition Inspection**

A report on the condition of each work of art will be provided. Works of art will be checked on the *MMAC Condition Report* on arrival, and again on departure, to make sure they are still in good condition.

This inspection will be undertaken by an appropriate person agreed by Lender and Borrower.

If the Borrower undertakes the inspection, they must sign the report(s) and make sure that it is/they are returned to the MMAC Administrator / the Link within two weeks of the close of the exhibition [*or insert date*].

1. **Costs**

The fee for the exhibition is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ payable by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date).

This covers the costs of preparing and lending the works of art, administration of the loan, and contributes to insurance and additional travel costs for MMAC Management Committee members if required.

1. **Security**

The area where the works of art are on display will be a secure space with no door(s) opening directly onto the outside. It will have lockable doors and locked or barred windows and motion detector alarms or CCTV (mobile/temporary systems may be acceptable). There will be a fire prevention system. There will be an emergency procedure, agreed in advance, in case of any damage or theft. Security arrangements must be in place 24 hours a day.

1. **Invigilation**

To greet visitors, as well as safeguarding the works of art, there will always be at least one invigilator present in the exhibition space whenever the exhibition is accessible.

Invigilators will:

* answer questions from visitors;
* provide information;
* prevent visitors from touching or damaging the works of art;
* inspect the works of art at least twice a day;
* know whom to contact with any questions or in an emergency.
1. **Insurance**

The artworks in the MMAC are insured for all risks by Methodist Insurance (MI) Fine Art while in storage, in transit and while on loan to the Borrower. The comprehensive nature of the insurance is to facilitate exhibition of the MMAC in a variety of venues and by a range of potential borrowers to make the art available to the widest possible audiences.

The insurance cover provided applies exclusively to the works of art and not to the persons of Borrowers or visitors, or to the venue. Borrowers are expected to carry out risk assessments, mitigate risk and observe all the usual health and safety requirements for a public event and have insurance in place to cover the venue and Borrowers (for example, during hanging the works) and visitors to the exhibition.

In instances of loss or damage through negligence on the part of Borrowers, MI would seek to recover the cost of the loss from the Borrowers’ Public Liability Insurance. It is, therefore, a requirement of this Agreement for ALL Borrowers to have Public Liability Insurance in place in their own name, in the event that they are found responsible for damage to works in the Methodist Modern Art Collection.

1. **Transport**

Transport of the works of art to and from the exhibition will be arranged and paid for by the Borrower with advice and guidance from the MMAC Link. A list of approved carriers will be provided from which to choose.

1. **Photography**

Please contact the MMAC Administrator / the Link if you wish to obtain images of the works of art for reproduction in the press and publications. High resolution images of most of the art works are available for the use of Borrowers with permission. Some of the works of art may be subject to copyright restrictions, please refer to the website: [www.methodist.org.uk/our-faith/reflecting-on-faith/the-methodist-modern-art-collection/](http://www.methodist.org.uk/our-faith/reflecting-on-faith/the-methodist-modern-art-collection/)

Visitors are not permitted to photograph the works of art except for their own personal use.

1. **Press, Publicity & Publications**

Copies of the book *Seeing the Spiritual: A Guide to the Methodist Modern Art Collection*, postcards and other merchandise may be obtained from Methodist Publishing for sale to visitors at the price determined by the MMAC Management Committee.

A copy of any booklet, gallery guide or other material produced for the exhibition will be given to the MMAC Management Committee for their archive. Copies of any press coverage and details of any broadcast or other publicity will also be given to MMAC Management Committee at the end of the exhibition. The Management Committee and / or Methodist Church’s Connexional Communications team can advise on promotion and press releases.

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**We agree to the Terms and Conditions of this Agreement.**

To be signed on behalf of the Borrower by TWO trustees, designated by a resolution of the Borrowing Organisation

**Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**for and on behalf of**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Church Council/ or the ­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Circuit Meeting**

**Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**for and on behalf of**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Church Council/ or the ­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Circuit Meeting**

To be signed on behalf of the Lender (Methodist Modern Art Collection Management Committee on behalf of the Methodist Council)

 **Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_**

This Agreement shall be deemed to have been made in England and subject to the laws of England and Wales.

**Schedule of Works of Art**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Inventory number | Artist | Title | Date | Medium | Dimensions | Insurance value |
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