



art in public places program

P.O. Box 1450, Santa Fe, NM 87504-1450
Tel: 505.827.6490 • 1.800.879.4278 (In State) • Fax: 505.827.6043
www.nmarts.org

Agreement for Outgoing Loan

Borrower Agency:
Agency Representative (Name/Title):
Address:
City/State/Zip:
Telephone: Fax:
Email:

From: New Mexico Department of Cultural Affairs, Arts Division ("NMA").

In accordance with the following conditions, the work(s) of art listed below are lent to the borrower agency for the purpose of ensuring that the work(s) of art achieve optimum visibility and provide aesthetic and educational experiences.

For the period: to:
Location of work(s) of art while on loan:
Accession/Index#: AAS Insurance value:
Description of Artwork:

Insurance is to be carried by borrower agency. Please attach a copy of the insurance certificate for each loaned artwork.

Packing, shipping and installation and removal of artwork are to be completed by New Mexico Arts Subcontractor.

Special requirements:

Please initial and date each page

Initial Date

**THE BORROWER AGENCY AGREES TO THE
FOLLOWING CONDITIONS OF THIS LOAN**

The New Mexico Arts, Art in Public Places program ("AIPP") has a limited number of original works of fine art that are available for loan to New Mexico state government agencies and local public bodies.

OWNERSHIP: Full and exclusive title, ownership, and control of the work(s) of art belong to New Mexico Arts.

BORROWER: The borrower agency shall designate one representative, with decision-making authority that is binding upon the borrower agency. The borrower agency representative shall meet with AIPP staff to review available work(s) of art and serve as the contact for this loan. The borrower agency representative is responsible for the borrowing agency's compliance with all terms and conditions for the term of this loan.

SITE DESIGNATION: Designation of display sites, placement, and relocations of all work(s) of art is made by the AIPP program. Work(s) of art shall be displayed in publicly accessible spaces, such as lobbies, reception areas that are supervised and locked nightly, and public exterior areas that are secure and guarded. No work(s) of art will be loaned to private individuals, placed in private offices or upon privately owned property.

TERM: Work(s) of art is loaned for a minimum of five years. NMA will issue annual agreements to each borrower agency to update the contact information for the agency representative and to verify the condition of the work(s) of art.

PACKING, TRANSPORTATION, INSTALLATION AND REMOVAL: The AIPP program shall provide handling, packing, transportation, and installation of all loaned work(s) of art to state agencies and local public bodies. Work(s) of art must be displayed with an explanatory label provided by AIPP. AIPP or NMA does not handle other work(s) of art belonging to individuals or move furniture. If any work(s) of art that is the subject of this loan agreement, must be relocated due to an office move, renovation or does not wish to exhibit the artwork for the full term of the contract, the agency representative shall notify the AIPP staff by telephone or in writing at least eight weeks before the move. If the entity wishes to terminate this contract prior to the five year term date, the state agency or local public body shall pay the costs of removing the artwork as assessed by New Mexico Arts Subcontractor. Payment shall be made directly to the New Mexico Arts Subcontractor.

INTEGRITY OF SPACE: Once a work(s) of art is installed in a specific location, the area surrounding the work(s) of art should be kept free of any other work(s) of art; signage, objects, or seating that intrudes upon the work(s) of art.

STANDARD OF CARE; CARE AND PROTECTION: Work(s) of art borrowed shall be given special care at all time to insure against loss, damage, or deterioration. The borrower agency agrees to meet any special requirements for installation and handling as noted

on the face of this agreement form. Furthermore, AIPP may require an inspection and approval of the actual installation by a member of its staff as a condition of the loan.

Upon receipt and prior to return of the works(s) of art, the borrower agency must make a written record of condition. The AIPP is to be notified immediately, followed by a full written report, including photographs, if damage or loss is discovered. No work of art may be altered, cleaned, or repaired without the written permission of the AIPP. Work(s) of art must be maintained in a building equipped to protect objects from fire, smoke, or flood damage; under 24-hour physical and/or electronic security; and protected from extreme temperatures and humidity, excessive light, and from insects, vermin, direct, or other environmental hazards.

Art loaned by NMA has been examined and is considered to be in sound condition for loan. Only staff and contractors of NMA are authorized to handle, install, and relocate loaned work(s) of art.

DAMAGE OR LOSS: If work(s) of art is damaged or lost, the agency representative must notify NMA, AIPP immediately, followed by a written report, giving the circumstances involved. NMA, AIPP may also require completion of a physical evaluation form. If a theft occurs, the agency representative must notify the police, obtain a police report, and forward the report to NMA, AIPP program manager.

INSURANCE: The borrower agency shall carry insurance coverage on the work(s) of art for a minimum value that is the purchase price of the work(s) of art. The borrower agency accepts financial responsibility for the work(s) of art and shall pay for repair or replacement cost of the work(s) of art should damage or loss occur. NMA reserves the right to adjust the value of any object based on the appraised fair market value and will notify the borrower agency of the adjustment within 30 days of a new appraisal.

REPRODUCTION AND CREDIT: Each work(s) of art shall be labeled and credited to NMA. The copyright in the work(s) of art in the AIPP permanent collection belongs to the artist and/or NMA. All inquiries or requests to reproduce the work(s) of art in any form should be submitted in writing to: ATTN: Manager, Art in Public Places Program.

RETURN/EXTENSION/CANCELLATION: The loaned work(s) of art must be returned to NMA in satisfactory condition by the stated termination date. Any extension of the loan period must be approved in writing by NMA and covered by parallel extension of the insurance coverage. NMA reserves the right to recall the work(s) of art from loan on short notice, if necessary. Furthermore, NMA reserves the right to cancel this loan for good cause at any time and retrieve the work(s) of art at any time, and will make every effort to give reasonable advance notice to the borrower's representative.

INTERPRETATION: In the event of any conflict between this agreement and any other agreement, the terms of this agreement shall be controlling. This agreement shall be construed in accordance with the law of the state of New Mexico.

