

CARNEGIE MUSEUM OF ART

Borrower's Agreement

Conditions Governing Outgoing Loans from the Permanent Collection

The following conditions apply to the loan of all CMOA collection objects during the agreed loan period. Any amendment must receive prior written consent from CMOA and Borrower.

Loans of works of art (objects) from the Carnegie Museum of Art (CMOA) collection are subject to this signed Borrower's Loan Agreement. By signing this agreement, the Borrower warrants that he/she has the full right, power, and authority to enter into this agreement (Agreement), and is responsible for providing up-to-date information requested by CMOA, and adhering to all of the stipulations within this document.

Prior to approving any loan, CMOA will need to receive and review up-to-date/current AAM facility reports for all exhibiting venues. This document must include accurate information about the building, security, climate control, fire detection and suppression, staff, construction in and around the building/venue, etc. All loan requests are subject to the final approval of the Carnegie Museum of Art Board, shall have the authority to give final approval for the loan subject to the concurrence of the Chair of the CMP Board of Trustees and the CMP President. Loan requests must be made in writing at least one year prior to the opening of the Borrower's exhibition. Venues for traveling exhibitions must be secured and the dates for each venue should be finalized before CMOA approves the loan request. CMOA's written approval will be required for any changes regarding the schedule, venue, and/or other circumstances relating to the loan of CMOA collection objects. If CMOA collection objects will be included in a touring exhibition, each venue will also need to agree to these conditions in advance. CMOA also reserves the right to recall loans at any time. Specific requirements pertaining to CMOA loans may also be included in our formal acceptance letter from our Director.

SECURITY AND FIRE CONTROL

CMOA collection objects must be under constant vigilant protection from hazards including theft, fire, flood, and monitored for protection from ultraviolet and visible light, incorrect relative humidity and temperature, environmental pollutants, dirt, insects, vermin, and handling by unauthorized or inexperienced persons or the public. Under no circumstances, other than imminent risk of harm, may CMOA collection objects be removed from the exhibition and/or the Borrower's premises; should removal be necessary, the Borrower must notify CMOA Registrar's Office immediately. If a CMOA object needs to be stored on the premises before or after the exhibition, the storage area will need to be physically secured (locked) with an operational alarm system, and must be capable of maintaining acceptable levels of temperature (60-72 degrees +/- 5 degrees in a 24 hour period) and relative humidity (50% +/- 10% in a 24 hour period). Access to this storage area must be limited and restricted to essential staff only. If the storage facility is off-site, a facility report must be provided and approved of by CMOA prior to the object being moved to that location.

Security. Experienced security staff must be present in the building at all times during hours the borrowing institution is open to the public. Security guards are required to be staff of the borrowing institution or contracted security – not students, docents, or volunteers. Security personnel may only work in that capacity, and cannot be responsible for other duties when they are posted to protect CMOA exhibition/objects.

When the galleries are closed to the public and security guards are not present, an electronic alarm system must be operational *and* functioning at all times. The electronic alarm system will need to be monitored by a centralized control center within the museum, local police department, or by an authorized security company 24-hours a day, seven days a week. Exhibition galleries containing CMOA objects will need to have security guards present at gallery points of entry during installation and de-installation, and the exhibition space must be completely secured when staff is finished working in the space.

Fire Control. The borrowing facility must be equipped with an early warning smoke detection system and fire alarm system that is monitored by an internal station, local fire department, and/or external alarm company. If the fire suppression system in operation where CMOA objects will be received, stored, or exhibited, contains wet pipe sprinklers, the borrowing institution's staff must be properly trained in shut-off procedures. Additionally, staff will also need to be adept in the operation of fire extinguishers.

ENVIRONMENTAL CONDITIONS

Temperature and relative humidity. In all areas where CMOA's loan(s) will be physically located, environmental conditions will need to be controlled according to normal museum standards (temperature 60-72 degrees +/- 5 degrees in a 24 hour period; relative humidity 50% +/- 10% in a 24 hour period). This includes the areas where the object will be received, stored, and exhibited. Relative humidity and temperature must be monitored and documented using properly calibrated measuring devices. CMOA may request temperature and relative humidity readings prior to lending.

Lighting. Ultraviolet (UV) radiation from natural, quartz, spotlights, and fluorescent light sources must be reduced with filters. Light levels must be measured with a calibrated footcandle/lux meter. Light level restrictions relating to any CMOA object will be provided in advance. CMOA's object must not be unnecessarily exposed to light in storage or any other area, and the lights in the exhibition area must be turned off when the galleries are closed to the public and/or not in use.

Food, beverages, smoking, or animals (with the exception of service animals) are not permitted at any time or in any area where a CMOA object is located.

DISPLAY CONDITIONS

CMOA objects will need to be protected from physical harm while on exhibit for the duration of the loan by methods determined by CMOA.

All construction, painting, and preparation activities in the exhibition galleries must be completed prior to the installation of CMOA's object. If a CMOA courier is required for installation and/or de-installation, the object can only be handled in the presence of the courier (placed on/in or removed from the wall, mount, vitrine, exhibition case, etc.).

CARE AND HANDLING

The Borrower must exercise the same standard of care it exercises with its own objects for the handling and safekeeping of CMOA objects. In an emergency situation the Borrower must take all necessary steps to prevent or minimize damage to CMOA objects. CMOA's loan must remain in the condition in which it was received. The Borrower should always retain the original packing materials and repack the object(s) using those materials or identical new materials. CMOA's packing materials and crates must be stored in climate-controlled facilities under the same climatic conditions and CMOA objects. Upon unpacking and prior to repacking, the borrowing institution is responsible for completing a condition reports for the object. Any change in condition must be reported to CMOA Registrar's Office immediately. Only qualified and experienced art handling personnel (staff or contracted agents) may handle our loan, not students, interns, or volunteers. The Borrower, including each venue, must either employ or have access to a conservator (restaurateur) professionally trained to examine and restore works of art (objects).

Unless it is an emergency situation as protection from further damage, CMOA's loan may not be conserved or treated in any way. This includes cleaning, repairs, retouches, removal from matting, mount, or frame, or otherwise altered without the prior consent from CMOA Registrar's Office. If the object should be damaged in transit, CMOA Registrar's Office must be alerted, the carrier notified, and all packing materials must be kept for examination.

TRANSPORT

The borrowing institution will be responsible for all costs relating to the transport. The most direct routing is required, with CMOA approval of all routing arrangements at least 30-60 days prior to the exhibition opening or closing.

For ground transport, a truck equipped with climate-control, air-ride, tailgate lift, security alarm, and two drivers with valid commercial driver's licenses (CDL) are required. The truck must never be left unattended. Our preferred airports are Washington Dulles International Airport (IAD) for passenger flights and John F. Kennedy International Airport (JFK) for freighter flights. As we understand that IAD does not provide direct routes to all destinations, we will consider other routes as well as consolidating our loan with other loans with prior approval. We stipulate full airport supervision by customs brokers in the United States and the country of import/export, and we must pre-approve the brokers in both countries before the shipment occurs. The crate may not be left unattended at the airport or be placed in an airport storage facility at any time without prior approval from CMOA.

The object must be directly transported to the Borrower upon arrival. Any overnight storage or planned storage en route must be approved in advance by CMOA Registrar's Office. Storage facilities must be secure and climate-controlled. Should last-minute storage become necessary, CMOA Registrar's Office must be notified as soon as possible.

COURIER

CMOA may require courier accompaniment at any time prior to or during the loan period. The Borrower will be responsible for all courier costs incurred. CMOA's courier will accompany the object at all points of transit, installation and/or deinstallation. For transit by aircraft, cargo terminal access must be arranged in advance so our courier can oversee both palletization and de-palletization.

CMOA's loan may only be handled in the presence of our courier (including on/off trucks, at airport, etc.) unless other arrangements are approved of in advance.

If overnight travel is required between the airport of export/import and the Borrowing Institution, per diem and hotel accommodation will be required. Additional requirements include:

- When a CMOA courier is accompanying an object(s), the Borrower must confirm five days prior to departure, either to CMOA directly or to the US customs broker handling the shipment, that the borrowing institution can accommodate installation upon arrival. If the exhibition space will not be ready at that time, the shipment will need to be rescheduled for a later date when installation can occur.
- For ground transits, CMOA's courier must be provided a dedicated seat and seat belt. Accommodations for overnight transits (sleeping arrangements) must be approved in advance.
- Roundtrip Business-class travel is required when a courier is accompanying the loan and any flight or combination of flights, of 10+ hours; economy class otherwise.
- Hotel accommodations should be near the borrowing institution. Hotel must have a 3-star rating at minimum, and the room must include a private toilet/bath.
- The per diem amount should be \$75-USD or the equivalent plus \$100-USD for ground transportation, paid in cash to the courier upon arrival. The length of the trip will be determined by the complexity of the transit, installation, and de-installation. Per diem must be provided for all travel days.
- Couriers to international venues typically require 3-5 nights' accommodation and 4-6 days' per diem.
- Couriers to North American venues typically require 1-3 nights' accommodation and 2-4 days' per diem.
- It may be necessary for CMOA couriers to stay longer than the above mentioned prescribed minimum, such as overnight stays due to shipment routing. If this is the case, the Borrower must provide additional days per diem and hotel expenses.
- If the Borrower fails to pay any per diem expenses, CMOA will invoice the Borrower.

CMOA understands the need to keep exhibition costs to a minimum. We may determine it will be acceptable for our object to be consolidated with a shipment and courier from another institution, and or waive our courier requirement for some/all segments of the transport.

INSURANCE

Unless otherwise specified in this agreement, the Borrower will provide wall to wall insurance for the object(s) under its fine art policy or applicable government indemnity. The Policy shall cover against all risks of physical loss or damage from any external cause while in transit and on location subject to standard exclusions during the period of this Loan. The Lender agrees that in the event of any loss or damage, recovery shall be limited to such amount, if any, as may be paid by the insurer, and hereby releases the borrower from liability for any and all claims arising out of such loss or damage.

CMOA reserves the right to review Borrower's insurance coverage prior to approval. If the Borrower's insurance coverage is accepted, the Borrower agrees to provide CMOA a certificate of insurance naming CMOA as "additional insured," prior to shipment.

If the Borrower's insurance is not accepted, CMOA will maintain "wall-to-wall" fine arts insurance coverage against all risks of physical loss or damage from external causes subject to standard exclusions at the Borrower's expense. A certificate of insurance will be issued upon request.

CMOA reserves the right to review and amend the insurance value at any time.

RIGHTS & REPRODUCTIONS



LOAN COSTS

The Borrower is responsible for all expenses relating to the loan including but not limited to loan fees, framing, handling, packing and crating, conservation treatment when relevant, round-trip shipping, insurance, courier costs, and any other related expenses. If the Borrower cancels the loan, any expenses already incurred will be billed to the Borrower.

CMOA contact:

[REDACTED]

Organizer: Moravian Museum
Zelný trh 6
659 37 Brno-střed
Czechia

Contact:

[REDACTED]

Exhibition title:

[REDACTED]

Approved venue(s) and dates:

[REDACTED]

Loan period:

Approved object(s):

[REDACTED]

Special requirements:

- CMOA courier required for unpacking and installation (not required for transit or deinstallation)
- Loan fee \$375
- Maximum 30 footcandles

BORROWER'S RESPONSIBILITY

When signed by an authorized representative of the borrowing institution, it is understood that the Borrower accepts the general and specific conditions described in this document. The conditions herein control CMOA's loan(s). CMOA reserves the right to recall the loan(s) at the Borrower's expense if the aforementioned conditions are adhered to by any of the Borrowing Institutions.

I agree to all of the conditions of loan as specified herein, and understand that the loan(s) will not be shipped until CMOA has

Signature _____

[REDACTED]

- 4 -03- 2020

Title: _____

[REDACTED]