



# Polk State College Art-on-Loan Agreement

Polk State College, 999 Avenue H, NE, Winter Haven, Florida 33881, hereinafter referred to as "PSC," does hereby agree to accept for **public display** from the undersigned Owner that certain work of art described below, hereinafter referred to as "Artwork," pursuant to the terms and conditions set forth herein.

1. The owner of the artwork, hereinafter referred to as "Owner," who has entered into this Agreement is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

2. If different from the Owner, the name of the party recognized as having provided the Artwork for display to PSC will be listed on the gallery label and all other publicity or promotional materials as follows:

\_\_\_\_\_

3. The work of art subject to this Agreement is described as:

\_\_\_\_\_

Artist's Name: \_\_\_\_\_

Title of Artwork: \_\_\_\_\_

Year \_\_\_\_\_ Medium \_\_\_\_\_ Size \_\_\_\_\_

\$ \_\_\_\_\_  
Owner's Estimated Value

4. **Term of Agreement / Dates:**

The referenced artwork will be delivered and installed on PSC's campus on:

\_\_\_\_\_ and will be removed on \_\_\_\_\_.

5. Location to be displayed:

Campus: \_\_\_\_\_

Building/Room: \_\_\_\_\_

6. **Delivery/Removal:** The Owner will be responsible for delivering the artwork to PSC and for removing the Artwork from PSC's campus on the date as set forth above in item #4, or following not less than five business days' notification to PSC that the Artwork is being removed.
  
7. **Insurance:** PSC shall take reasonable and appropriate steps to preserve and protect the Artwork while in the possession of PSC. However, as with any public display, PSC does not warrant or guarantee the safety or condition of the Artwork. The Artwork will be covered generally under PSC's current existing insurance program. The Owner is hereby informed that PSC's insurance program has a deductible of \$5,000.<sup>00</sup> per item or \$10,000.<sup>00</sup> per occurrence, and that the valuation of artwork can be a disputed issue with insurance companies. Therefore, should the Owner desire to fully insure the Artwork while in possession of PSC, the Owner is hereby notified that it should undertake appropriate steps to provide and acquire such insurance coverage.
  
8. **Labeling:** The Artwork, while on display by PSC, shall be labeled to contain the appropriate donor/artist information as captured in Sections 1 to 3 above; as will any publication referencing the Artwork.
  
9. **Publicity:** Unless otherwise noted, photographs or other reproductions of the Artwork may be used by PSC for education, catalog, or publicity purposes.
  
10. **Change in Ownership:** It is the responsibility of the Owner or its agent to notify PSC promptly in writing if there is a change of ownership of the artwork or there is a change in the identify or address of the Owner.

The Owner has reviewed and read and does hereby agree to the foregoing terms and conditions for PSC's display of the Owner's Artwork.

For: **Polk State College:**

\_\_\_\_\_  
 Dr. Eileen Holden  
 President

\_\_\_\_\_  
 Date

For: **Polk State College Foundation:**

\_\_\_\_\_  
 Executive Director

\_\_\_\_\_  
 Date

For: **Donor**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Date