



## LSCS Art Gallery Loan Agreement

Name of Lender: \_\_\_\_\_

Brief Description of Loan: _____ _____ _____
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**Please Complete Appendix A For Detailed Description Of Artwork**

Loan Period: \_\_\_\_\_ to \_\_\_\_\_

Compensation:  No fee is required from LSCS  
 LSCS will compensate Lender in the amount of:  
 \_\_\_\_\_ for \_\_\_\_\_  
 For a total not to exceed \_\_\_\_\_

**The information requested below is essential for catalogue, publicity, label and educational purposes and will appear as listed below. Please be complete:**

Lender: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Credit: \_\_\_\_\_  
 Artist/Maker: \_\_\_\_\_

**Framing/Mounting:** All works will be returned to the Lender in their original frame or mat or on their original base unless other arrangements are made with LSCS in writing.

**Catalogue/Publicity:** Unless permission to do so has been specifically denied in writing by the Lender at or prior to the time this Agreement is issued, LSCS is authorized to photograph and/or reproduce in any media the object listed above for archival, educational and publicity purposes, and for sale by LSCS.

**Photographs:** May amateur photographers take pictures of this work if they agree not to use the pictures for commercial purposes?  
 Yes  No  
 Yes, with the exception of the following pieces: \_\_\_\_\_

**Insurance:** Value of Loan (U.S. Currency): \_\_\_\_\_  
 Do you elect to maintain your insurance?  Yes  No

**Shipping:** Anticipated date of shipment: \_\_\_\_\_ Method of Shipment: \_\_\_\_\_  
 Moving expenses shall be borne by:  Lender  LSCS

**Conditions Covering All Loans:**

1. Lone Star College System ("LSCS") will exercise care in respect to loaned objects. Loaned objects shall not be cleaned, repaired, retouched or altered in any way whatsoever, except with written permission of the Lender.
2. Loans shall remain in LSCS's possession throughout the "Loan Period" stated in this Agreement, but LSCS shall have complete discretion as to whether or not to exhibit the loaned objects and as to the length of time such objects shall remain on exhibition.
3. Unless LSCS is notified in writing to the contrary, it is understood that this loan may be photographed by LSCS for (a) Reproduction in its publication, (b) Publicity purposes in connection with this exhibition, and (c) Educational purposes as part of LSCS audio-visual service.
4. Unless other arrangements have been made in writing with LSCS, loaned objects shall be returned only to Lender at the address stated in this Agreement, within a reasonable time following the conclusion of the exhibition and upon surrender of a receipt therefore by the Lender or his authorized agent.
5. LSCS will give reasonable notice in writing if it desires to have any object taken back by Lender. Such an object, if not withdrawn by Lender or his agent within sixty (60) days, may be placed in storage at Lender's risk and expense. Any object lent to LSCS which is not included as a loan item in a Special Exhibition then on exhibit may be withdrawn by Lender upon reasonable notice in writing to the Director at LSCS during regular LSCS working hours. In the event that a person other than Lender seeks the return of any object lent to LSCS, such person must produce proof satisfactory to LSCS of his or her right to receive the object. Unless otherwise noted in writing, LSCS will return the object to Lender's address noted in this Agreement.
6. Lender hereby warrants that he has full legal title to the objects listed on the face hereof or that he is the duly authorized agent of the owner or owners of said objects. Lender hereby agrees to indemnify LSCS against, and hold it harmless from, any liability (including any costs of defending any actions) arising out of claims by individuals, institutions or other persons claiming full or partial title to any of said objects. If the legal ownership of any gift or otherwise, the new owner is requested to notify the Director of LSCS, giving his or her full name and address in writing. The new owner may be required to establish his or her legal right to receive the objects by proof satisfactory to LSCS. This Agreement shall be binding upon the heirs, executors, administrative, personal representatives, successors and assigns of Lender.
7. Unless Lender elects in writing to maintain his own insurance coverage, LSCS, to the extent of its negligence will insure loaned objects under its blanket policy at its expense, for the amount indicated in this Agreement, against physical loss or damage while on location during the period of the loan. LSCS will insure the loaned objects for all risks in transit to and from LSCS. LSCS's policy contains the usual exclusions of loss or damage from such causes as gradual deterioration, acts of terrorism, inherent vice, war, invasion, hostilities, insurrections, confiscation by order of any government or public authority, risk of contraband or illegal transportation and/or trade. Lender agrees that in the event of loss or damage, recovery if any shall be limited to such amount as may be paid by the insurer, hereby waiving any right of subrogation and releasing LSCS, its officers, agents and employees from liability for any and all claims arising out of such loss or damage, except for such amount not paid by the insurer because of a deductible provision contained in the policy.
8. If Lender elects in writing to maintain his own insurance coverage, LSCS must be supplied with a Certificate of Insurance naming LSCS as additional insured or waiving subrogation against LSCS. Otherwise, this Loan Agreement shall constitute a release of LSCS, its officers, agents and employees from liability for any and all claims arising out of loss or damage to the loaned property. LSCS shall not be responsible for any error or deficiency in information furnished to Lender's insurer or for lapses in coverage.
9. Alternative Dispute Resolution
  - a. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by LSCS and Lender to attempt to resolve any claim for breach of Agreement made by the Lender:
    - 1) A Lender's claims for breach of this Agreement that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, Lender shall submit written notice, as required by subchapter B, to the

LSCS Chancellor. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of LSCS and Lender otherwise entitled to notice under the Parties' Agreement. Compliance by Lender with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

- 2) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is Lender's sole and exclusive process for seeking a remedy for any and all alleged breaches of Agreement by LSCS if the Parties are unable to resolve their disputes under subparagraph (1) of this paragraph.
- 3) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Agreement by University nor any other conduct of any representative of University relating to the Agreement shall be considered a waiver of sovereign immunity to suit.

- b. The submission, processing and resolution of Lender's claim is governed by the published rules adopted by the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1 T.A.C. Part 3 Chapter 68.
- c. Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by the Lender, in whole or in part.

10. Under section 231.006 of the Family Code, Lender certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified payments under this Agreement and that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

11. Miscellaneous

- a. This document constitutes the sole Agreement of the Parties and supersedes any other oral or written understanding or Agreement.
- b. This Agreement may not be amended or otherwise altered except upon the written agreement of both Parties.
- c. This Agreement is not assignable without the express written agreement of both Parties.
- d. This Agreement shall be construed under the laws of the State of Texas, and venue in any action brought hereunder shall be in Harris County, Texas.

**LONE STAR COLLEGE SYSTEM:**

**LENDOR:**

Signature \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Note: Modification of this Form requires approval of OGC**



**LSCS Art Gallery Loan Agreement  
Appendix A**

**All works will be returned to Lender in their original frame or mat or on their original base unless other arrangements are made with LSCS in writing.**

**Item No. 1**

Artist/Maker: _____	Title/Object: _____
Country of Origin: <b>United States</b>	Date: _____
Medium: _____	Dimensions: _____
Includes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____	Excludes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____
Is color reproduction material available? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If necessary, will Lender allow LSCS to remat, reframe, mount and/or remount this piece? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is work for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" what is Selling Price? _____ What is the insurance value? _____	
Other Information You Would Like to Include Regarding this Piece: _____	

**Item No. 2**

Artist/Maker: _____	Title/Object: _____
Country of Origin: <b>United States</b>	Date: _____
Medium: _____	Dimensions: _____
Includes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____	Excludes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____
Is color reproduction material available? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If necessary, will Lender allow LSCS to remat, reframe, mount and/or remount this piece? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is work for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" what is Selling Price? _____ What is the insurance value? _____	
Other Information You Would Like to Include Regarding this Piece: _____	

**Item No. 3**

Artist/Maker: _____	Title/Object: _____
Country of Origin: <b>United States</b>	Date: _____
Medium: _____	Dimensions: _____
Includes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____	Excludes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____
Is color reproduction material available? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If necessary, will Lender allow LSCS to remat, reframe, mount and/or remount this piece? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is work for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" what is Selling Price? _____ What is the insurance value? _____	
Other Information You Would Like to Include Regarding this Piece: _____	

## LSCS Art Gallery Loan Agreement Appendix A (Continued)

**All works will be returned to Lender in their original frame or mat or on their original base unless other arrangements are made with LSCS in writing.**

**Item No. 4**

Artist/Maker: _____	Title/Object: _____
Country of Origin: <b>United States</b>	Date: _____
Medium: _____	Dimensions: _____
Includes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____	Excludes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____
Is color reproduction material available? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If necessary, will Lender allow LSCS to remat, reframe, mount and/or remount this piece? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is work for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" what is Selling Price? _____ What is the insurance value? _____	
Other Information You Would Like to Include Regarding this Piece: _____	

**Item No. 5**

Artist/Maker: _____	Title/Object: _____
Country of Origin: <b>United States</b>	Date: _____
Medium: _____	Dimensions: _____
Includes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____	Excludes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____
Is color reproduction material available? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If necessary, will Lender allow LSCS to remat, reframe, mount and/or remount this piece? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is work for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" what is Selling Price? _____ What is the insurance value? _____	
Other Information You Would Like to Include Regarding this Piece: _____	

**Item No. 6**

Artist/Maker: _____	Title/Object: _____
Country of Origin: <b>United States</b>	Date: _____
Medium: _____	Dimensions: _____
Includes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____	Excludes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____
Is color reproduction material available? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If necessary, will Lender allow LSCS to remat, reframe, mount and/or remount this piece? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is work for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" what is Selling Price? _____ What is the insurance value? _____	
Other Information You Would Like to Include Regarding this Piece: _____	

## LSCS Art Gallery Loan Agreement Appendix A (Continued)

**All works will be returned to Lender in their original frame or mat or on their original base unless other arrangements are made with LSCS in writing.**

**Item No. 7**

Artist/Maker: _____	Title/Object: _____
Country of Origin: <b>United States</b>	Date: _____
Medium: _____	Dimensions: _____
Includes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____	Excludes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____
Is color reproduction material available? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If necessary, will Lender allow LSCS to remat, reframe, mount and/or remount this piece? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is work for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" what is Selling Price? _____ What is the insurance value? _____	
Other Information You Would Like to Include Regarding this Piece: _____	

**Item No. 8**

Artist/Maker: _____	Title/Object: _____
Country of Origin: <b>United States</b>	Date: _____
Medium: _____	Dimensions: _____
Includes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____	Excludes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____
Is color reproduction material available? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If necessary, will Lender allow LSCS to remat, reframe, mount and/or remount this piece? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is work for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" what is Selling Price? _____ What is the insurance value? _____	
Other Information You Would Like to Include Regarding this Piece: _____	

**Item No. 9**

Artist/Maker: _____	Title/Object: _____
Country of Origin: <b>United States</b>	Date: _____
Medium: _____	Dimensions: _____
Includes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____	Excludes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____
Is color reproduction material available? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If necessary, will Lender allow LSCS to remat, reframe, mount and/or remount this piece? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is work for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" what is Selling Price? _____ What is the insurance value? _____	
Other Information You Would Like to Include Regarding this Piece: _____	

## LSCS Art Gallery Loan Agreement Appendix A (Continued)

**All works will be returned to Lender in their original frame or mat or on their original base unless other arrangements are made with LSCS in writing.**

**Item No. 10**

Artist/Maker: _____	Title/Object: _____
Country of Origin: <b>United States</b>	Date: _____
Medium: _____	Dimensions: _____
Includes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____	Excludes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____
Is color reproduction material available? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If necessary, will Lender allow LSCS to remat, reframe, mount and/or remount this piece? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is work for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" what is Selling Price? _____ What is the insurance value? _____	
Other Information You Would Like to Include Regarding this Piece: _____	

**Item No. 11**

Artist/Maker: _____	Title/Object: _____
Country of Origin: <b>United States</b>	Date: _____
Medium: _____	Dimensions: _____
Includes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____	Excludes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____
Is color reproduction material available? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If necessary, will Lender allow LSCS to remat, reframe, mount and/or remount this piece? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is work for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" what is Selling Price? _____ What is the insurance value? _____	
Other Information You Would Like to Include Regarding this Piece: _____	

**Item No. 12**

Artist/Maker: _____	Title/Object: _____
Country of Origin: <b>United States</b>	Date: _____
Medium: _____	Dimensions: _____
Includes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____	Excludes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____
Is color reproduction material available? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If necessary, will Lender allow LSCS to remat, reframe, mount and/or remount this piece? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is work for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" what is Selling Price? _____ What is the insurance value? _____	
Other Information You Would Like to Include Regarding this Piece: _____	

## LSCS Art Gallery Loan Agreement Appendix A (Continued)

**All works will be returned to Lender in their original frame or mat or on their original base unless other arrangements are made with LSCS in writing.**

**Item No. 13**

Artist/Maker: _____	Title/Object: _____
Country of Origin: <b>United States</b>	Date: _____
Medium: _____	Dimensions: _____
Includes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____	Excludes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____
Is color reproduction material available? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If necessary, will Lender allow LSCS to remat, reframe, mount and/or remount this piece? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is work for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" what is Selling Price? _____ What is the insurance value? _____	
Other Information You Would Like to Include Regarding this Piece: _____	

**Item No. 14**

Artist/Maker: _____	Title/Object: _____
Country of Origin: <b>United States</b>	Date: _____
Medium: _____	Dimensions: _____
Includes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____	Excludes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____
Is color reproduction material available? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If necessary, will Lender allow LSCS to remat, reframe, mount and/or remount this piece? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is work for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" what is Selling Price? _____ What is the insurance value? _____	
Other Information You Would Like to Include Regarding this Piece: _____	

**Item No. 15**

Artist/Maker: _____	Title/Object: _____
Country of Origin: <b>United States</b>	Date: _____
Medium: _____	Dimensions: _____
Includes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____	Excludes: <input type="checkbox"/> Frame <input type="checkbox"/> Mat <input type="checkbox"/> Base <i>Other:</i> _____
Is color reproduction material available? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If necessary, will Lender allow LSCS to remat, reframe, mount and/or remount this piece? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is work for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" what is Selling Price? _____ What is the insurance value? _____	
Other Information You Would Like to Include Regarding this Piece: _____	