

## CHECKLIST FOR LOAN-OUT AND TOURING OF EXHIBITIONS

1. Who is the correct lender?
2. Who is the correct borrower?
3. Title of the exhibition?
4. Are the works fully described?
5. Is the exhibiting timetable established?
6. Transport arrangements:
  - (i) Who will be responsible for organising delivery of the show to the venue? Who is to organise the return or on-transport at the conclusion of the exhibition?
  - (ii) Who will be responsible for the paying for the delivery?
  - (iii) How will it be transported? Are there any particular transport requirements (such as being in no less than two separate shipments)?
  - (iv) Will a courier accompany the works during any transport? Who will supply and who will pay for the courier? Will courier salary replacement be required by lending institution?
  - (v) Is it clear that the lender must approve all transport arrangements (and where necessary the Australian Protective Service)?
  - (vi) Does the contract emphasise that transport of works must in every respect follow the method and timetable approved by the lender and that failure to do so may invalidate the indemnity or amount to a breach of the loan agreement?

## 7. Packing and Unpacking:

- (i) When delivered, who will unpack the works? Who will supervise?
- (ii) Who repacks the works at the end of the show? Who will supervise?
- (iii) Are there packing and unpacking instructions? Is the venue required to retain all original packing material so that works are repacked in the same materials and in the same manner as they were unpacked?

## 8. Condition Reports

- (i) Who prepares the initial condition report? Will a dated and signed copy of each report be made available to the recipient of the show?
- (ii) Who will provide the conservation personnel to prepare a condition report on the works upon unpacking at the receiving venue and prior to repacking, noting any changes in the condition of any work?
- (ii) Will a dated and signed copy of each report be countersigned by the venue making the report?

## 9. Damage – Emergency procedures

- (i) What is the procedure if a work is damaged in transit, during unpacking, or during the exhibition?

## 10. Exhibition security

- (i) Is it a requirement that the works must be stored and installed only in a facility that is equipped with adequate fire detection/prevention systems?
- (ii) Is it required that all external doors and accessible windows be locked and fitted with alarms, and that the

exhibition and storage areas be covered by electronic or closed circuit television surveillance devices that are activated whenever security personnel are not present?

- (iii) Must the alarm systems be monitored continuously at the venue's security control centre, police station, or by an accredited or recognised security company?
- (iv) While the exhibition is closed to the public will the perimeters of exhibition venues be patrolled periodically?
- (v) Is there a requirement that while the exhibition is open to the public the number of security staff in the exhibition must be sufficient to keep all works and all exits from the exhibition constantly under visual surveillance?

11. Standard of care at the venue:

- (i) Temperature range, relative humidity range and light levels?
- (ii) Framing and reframing: is it permissible? If so, what are the agreed procedures?
- (iii) Is removal, repositioning or replacement of hanging devices permitted? If so, what are the agreed procedures?
- (iv) Does the agreement clearly establish a duty to protect the works from the hazards of fire, theft, insects, dirt, foodstuffs, drink, smoking or handling by unauthorised or inexperienced persons or members of the public.
- (v) Must cleaning and maintenance of the exhibition display area be done under supervision of the Museum's staff?

(vi) Is it clear that the lender retains the right to withdraw works if there is any breach of standard of care?<sup>1</sup>

12. Is conservation or restoration work permissible? If so, what are the agreed procedures?

13. What are the insurance arrangements?

14. Photography/Copyright/Reproduction

(i) Who controls copyright of works?

(ii) What photographs can be taken; by whom; for what uses? Are these compliant with the terms of the permissions granted in the loan agreements and copyright permissions obtained by the gallery organising the tour?

(iii) Is it clear that the requirements of this exhibition override whatever the usual practice of the exhibiting gallery may be?

15. Credits

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<sup>1</sup> Because this is both professionally and legally contentious, it is prudent to include clear protocols in this regard. For example: 'If the Exhibiting Gallery breaches any of its obligations of duty of care to any work, or the condition of a work so requires, the representative of the Lender Gallery may withdraw it from display. This will not be done without prior consultation with the Executive Director of the Lender Gallery and the conservation staff of the Exhibiting Gallery. In the event of any disagreement, the decision of the Executive Director of the Lender Gallery shall be final. A contemporaneous written record of those instructions shall be made by the Executive Director of the Lender Gallery. A copy of those instructions shall be sent to the Exhibiting Gallery and the Lender Gallery's solicitor. A copy shall also be maintained for Lender Gallery records.'

- (i) What credits must be given to lenders?
- (ii) What credits must be given to owners (if different to lender)?
- (iii) What credits must be given to others, such as, agents, artists or other creatives?

#### 16. Catalogue

- (i) Who prepares the catalogue? Who pays?
- (ii) What are the financial arrangements between the organiser and the borrower venues?
- (iii) Free copies?

#### 17. Promotion

- (i) What promotion is to be undertaken?
- (ii) What promotional materials will be made available to borrower venues?

#### 18 Education Services

- (i) Will there be educational products that accompany the show?
- (ii) What educational materials will be made available to borrower venues? On what basis?

#### 19. Exhibition Merchandise?

- (i) Will there be merchandising of the show?
- (ii) What are the arrangements between the lending gallery and the exhibiting gallery as to the choice, design, commissioning, and purchase of merchandise, and profit splits?

(iii) Must all merchandise sold at the exhibiting venue be approved (for quality and appropriateness) by the Lender gallery?

#### 20. Individual Exhibition Support

(i) Is the borrowing institution able to negotiate directly as to the on-site availability of artists, technicians, artists' representatives, Gallery staff etc for installations, opening attendance of public programs? The needs of each institution are very individual and these particularised costs need to be borne by the borrower rather than treated as a draw-down on hire fees as they will vary at each venue.

#### 21. Fees and Expenses:

(i) Are fees due to be paid to artists or other creatives participating in the show?

(ii) What fees are payable to lenders/organisers?

#### 22. Exclusion of Liability by Lender.

(i) Is the exclusion clause sufficient/acceptable?

#### 23. Reporting

(i) Will a report be furnished on the exhibition? By whom? When?

(ii) If so, what must it contain? For example:

➤ attendance figures (which shall be broken down into school groups, other special tours and general public);

➤ press clippings relating to the exhibition;

- details of any radio or television promotion, publicity or other coverage of the exhibition;
- copies of the catalogue (if not supplied by the lender) and all printed promotional and publicity material;
- details of the education program and any other services that the Museum associated with the exhibition;
- sales figures of exhibition merchandise;
- within three months of the end of the exhibiting gallery's year, an annual report including audited financial statements.

24. Miscellaneous:

- (i) Does the contract contain a mechanism for the resolution of disputes?
- (ii) Other?