

## Loan Agreement

By this loan agreement made the <insert date>

between:

Council of Trustees of the National Gallery of Victoria of  
180 St Kilda Rd, Melbourne, Victoria, 3004  
("the Council") and

<DIRECTOR'S NAME>  
<TITLE>  
<INSTITUTION>  
<STREET ADDRESS>  
<SUBURB, STATE>  
<COUNTRY>  
("the Borrower")

It is agreed as follows:

1. The Council agrees to lend to the Borrower and the Borrower agrees to borrow from the Council for the purposes of exhibition or display the work particularised in the First Schedule hereto ("the Work") for one year from the date hereof or if a lesser period is specified in the Second Schedule hereto for that period.
2. The Council has the exclusive right by its servants and appointees to arrange for:
  - (a) the transportation of the Work to and from the National Gallery of Victoria ("the Gallery") in connection with the loan.
  - (b) the insurance of the Work for its full insurable value in the names of the Council and the Borrower for their respective rights and interests whilst the Work is absent from the Gallery in connection with the loan unless such insurance has been effected by the Borrower to the satisfaction of the Registrar, or deputy, prior to the Work leaving the Gallery, and
  - (c) each packing of the Work for the purpose of that transportation.
3. The Borrower shall pay to the Council on demand all costs charges and expenses incurred by the Council in connection with the performance of this Loan Agreement including the cost of transporting insuring and packing the Work.
4. Notwithstanding any other provision of this Loan Agreement the Borrower is responsible for the return of the Work and its frame (if any) to the Gallery in no worse condition than that in which it left the Gallery.
5.
  - (a) Whilst the Work is in the custody or control of the Borrower, the Borrower shall take such measures for its safety and preservation as are normally undertaken by the Borrower for the safety and preservation of art of a comparable nature and value or failing such experience the Borrower shall take such measures as the Council normally does in respect of the Work.
  - (b) If at any time or times during the loan the Council considers that certain additional measures are necessary for the safety and preservation of the Work and so informs the Borrower the Borrower shall at the Borrower's cost forthwith implement those additional measures or arrange with the Council for the return of the Work to the Gallery.
  - (c) The Borrower shall not do any act or make any omission or permit any act to be done or omission to be made which may endanger the safety of the Work or the preservation of its quality or which may cause any damage or deterioration to the Work whilst it is in the custody or control of the Borrower or a servant agent or contractor of the Borrower.
6. The Borrower shall not without the prior written consent of the Council:
  - (a) re-frame or re-mount the Work.
  - (b) substitute perspex for any glass covering the Work or clean or restore the Work in any manner.
  - (c) photograph, televise, copy or reproduce the Work by any means (whether for publicity or for the sale of copies or reproductions of the Work) or
  - (d) display the Work without attributing its ownership to the Council.or permit any other person or corporation to do any of those things.
7. The Council does not warrant and hereby negatives any implied warranty as to the correctness of the particulars contained in the First Schedule hereto and the Borrower hereby indemnifies the Council against all actions, suits, proceedings, claims, demands, costs and expenses of any nature whatsoever which may be taken or made or charged against the Council as a result directly or indirectly of any misdescription or inaccuracy contained in the First Schedule hereto.
8. The Borrower undertakes not to exhibit or display or otherwise keep the Work at any place other than the place or places named in the Second Schedule hereto.
9. If the Council becomes aware of a breach by the Borrower of any provision of this Loan Agreement or that the Borrower has become insolvent or being a company has gone into liquidation or has had any kind of receiver or manager appointed or has made any compromise with creditors the Council may terminate this Loan Agreement forthwith by giving notice in writing to the Borrower and may recover possession of the Work or arrange for its return to the Gallery.
10. This Agreement is governed by and shall be construed in accordance with the laws for the time being in force in the State of Victoria, Australia.

## FIRST SCHEDULE

---

Name of artist:

Title and date:

Medium:

Dimensions:

Credit Line:

Accession No:

Value of the work for insurance purposes:        \$

### Copyright and reproduction:

For reproduction and copyright queries please contact the Permissions and Copyright Coordinator of the National Gallery of Victoria directly. Phone 61.3.8620 2209 Fax 61.3.8620 2535

## SECOND SCHEDULE

---

### Period of loan:

<start date> - <end date>

### Exhibition:

<exhibition title>

### Place/places and dates of exhibition:

<exhibition venues and opening and closing dates>

Signed for and on behalf of the Council of Trustees of the National Gallery of Victoria

By

Registrar

in the presence of:

<insert title of witness>

Dated: <insert date>

Signed for and on behalf of <borrower>

By

in the presence of:

Dated: