

Borrower's Agreement

CONDITIONS GOVERNING OUTGOING LOANS

Applications for loans must normally be made as follows: at least one (1) year before the exhibition opening date for international loans, and (9) months before the exhibition opening date for domestic loans



Borrowing Institution:

1/10/2013
LO.2013.000

Exhibition:

Venue/Dates:

Borrowing Venue:

WORK OF ART

INSURANCE VALUE



79.158

Bill Brandt

*Parlourmaid and
under-parlourmaid
ready to serve dinner*

1932

gelatin silver print

15 1/8 in. x 13 11/16 in. (38.42 cm x 34.77 cm)

Gift of Louise Dahl Wolfe in memory of Elizabeth Dahl

*Please see Courier and Shipping/Transportation sections for details.

I. General Conditions

a.) The Borrower agrees to the conditions described in this loan agreement ("Borrower's Agreement") and any additional conditions or requirements provided to Borrower by SFMOMA in writing. If Borrower's own loan agreement differs in language, the SFMOMA Borrower's Agreement will supersede.

b.) Where SFMOMA approves the travel of loans to more than one venue, the Borrower will bear responsibility for the Loaned Work throughout the entire period of the loan. The Borrower must ensure that all participating institutions are advised of and meet the conditions stated in the Borrowers Agreement and any additional conditions or requirements provided to Borrower in writing.

c.) The Borrower must request any change in the schedule, venue(s) or other conditions of the Borrowers Agreement in advance and in writing from the registration department. If granted, approval by SFMOMA will be confirmed in writing. Loaned Work must be placed on display; no work can be stored, even temporarily, without SFMOMA's approval.

II. Care of Loaned Works

At all times, Borrower will take care to prevent loss or damage to the Loaned Work. The Loaned Work shall remain in the condition in which it is received. It shall not be conserved, cleaned, repaired, retouched, framed, unframed or glazing changed or removed from mats, mounts or bases, rewired, duplicated, migrated to a new medium or altered in any way whatever except with SFMOMA's prior written permission. Hanging hardware, brackets, cables and plugs may not be replaced or removed, and the Loaned Work may not be subjected to technical examination of any type, unless Borrower has obtained SFMOMA's prior written permission.

III. Condition Reports

SFMOMA requires the Borrower to originate a condition report for the Loaned Work if the work does not have an SFMOMA representative present. A suitable examination space including examination light and magnification should be available for condition checking. The condition report must be annotated by the Borrower (and a SFMOMA representative, if present) upon receipt and inspection of the Loaned Work and prior to the Loaned Work's repacking. Borrower must immediately notify the SFMOMA Registrar of any concerns in condition upon unpacking at a venue. The Borrower shall include the condition report with the Loaned Work when it is returned to SFMOMA or forwarded to the next venue. The procedure for condition reporting noted in this provision shall be repeated by the Borrower at each venue.

IV. Facilities and Security

a.) All loans are subject to SFMOMA's prior review of a facility report from the Borrower and from any additional venues. Copies of facility reports must be provided before loans can be granted.

b.) The Borrower will maintain constant and adequate protection of the Loaned Work from the hazards of fire, theft, exposure to extreme or deteriorating light, extremes of temperature and relative humidity, insects, dirt, handling by unauthorized or inexperienced persons, or touching by the public. While on view the Loaned Work must be visible to a guard at all times. Fire detection/prevention, temperature/humidity control, and security systems must operate on a 24-hour-per day, 7-day-per week basis. The Loaned Work shall only be unpacked/repacked, temporarily stored and installed in areas where temperature is maintained at a stable relative humidity of 50% plus or minus 10% and a stable temperature of 61-77 degrees Fahrenheit/16-25 degrees Celsius. If there is more than a 10% change in humidity or temperature within a 24-hour period, the organizer will advise SFMOMA's Loans Out Registrar.

c.) No Loaned Work shall be permitted to come into direct contact with or close proximity to heating, cooling, humidification, or ventilation outlets. Smoking, eating and drinking is strictly forbidden in galleries, storage or receiving/holding areas where the Loaned Work is located.

d.) Loaned Work shall not be exposed to sunlight, strong incandescent or halogen light, or fluorescent light (unless fluorescent fixtures have been fitted with ultra-violet resistant filters). All sources of direct daylight or strong artificial light in galleries where the Loaned Work is installed shall be covered. Unless otherwise noted, the level of illumination may not exceed the following:

Paintings: 15-20 footcandles (150-200 lux)

Sculpture: 15-20 footcandles (150-200 lux) see light sensitive materials for additional requirements

Graphics: 5-10 footcandles (50-100 lux)

a.) 7-10 footcandles (100 lux) black and white prints and drawings

b.) 5 footcandles (50 lux) drawings with color, watercolors, pastels, color or hand colored prints

Photographs:

a.) 5 footcandles (50 lux) cased images, albumen, cyanotypes, platinum prints, color or hand colored photographs

b.) 8 footcandles (80 lux) well-processed black and white gelatin silver photographs

Furniture: 15 footcandles (150 lux)

Light sensitive materials: 3-5 footcandles (30-50 lux) textiles, ivories, lacquer, furniture objects with leather, paper, plastics, stains, dyes, salt paper photographs, colored papers, felt tip markers

Film and Media: There will be specific lighting instructions for each work. *See specific installation instructions.*

V. Shipping and Transportation

SFMOMA requests to use Dietl International for all shipping logistics

a.) The Borrower must consult with and obtain advance approval from the SFMOMA Registrar before finalizing any transport arrangements. All packing, transportation and customs formalities made by the Borrower, including movements of the Loaned Work between venues, must be approved by the SFMOMA Registrar at least four weeks in advance of shipping. SFMOMA reserves the right to require the Borrower to accompany and supervise the loan at all installations, de-installations and between venues. Any temporary storage between venues is not permitted without specific advance consent. The Loaned Work shall be returned directly to SFMOMA from the last venue, unless the SFMOMA Registrar approves other arrangements. SFMOMA reserves the right to designate alternate dispersal locations.

b.) Selection of transport company/agent must be approved 60 days in advance of release of Loaned Work by SFMOMA registrar. SFMOMA reserves the right to request a transport company/agent other than the one selected by the Borrower. Only Fine Arts trucks with climate control, air-ride suspension, dual drivers and lift-gate may be used and Loaned Work must never be left unattended. Transportation must be arranged as last-on and first-off for the assembly and dispersal, or via an exclusive Fine Arts truck. In the case of Loaned Work traveling by air, there must be complete airport supervision both at the time of departure and arrival (and at the connecting airport if the flight is not direct). The Loaned Work must travel on a separate exclusive air-way bill, unless traveling in an exhibition. SFMOMA will specify shipment groupings where more than one shipment is

required. Shipment configurations may not be altered without the advance approval of the SFMOMA Registrar. For all international shipments, Loaned Work must remain crated for 24 hours to allow the work to acclimatize after transit.

c.) For exhibition copies embodied in the form of DVD, videotapes, etc. alternative shipping arrangements may be discussed.

VI. Packing, Unpacking and Installation

a.) Only qualified members of the Borrower's staff (no interns or volunteers) may unpack, repack and handle Loaned Work. Commercial firms, if used, must be approved in advance by the SFMOMA Registrar and must be supervised at all times by the Borrower's staff. The Borrower will retain the original crating and packing materials and will repack the Loaned Work with the same materials and in the same way that the Loaned Work was received.

b.) Borrower must install work per installation instructions provided by Lending Institution when provided. This mode of installation may not be altered in any way whatever except with Lending Institution's prior written permission. Authorized variations to installation should be recorded and documentation (diagrams, photo documentation, etc.) must be provided by Borrower to Lending Institution.

c.) Borrower will comply with any additional stipulations provided by Lending Institution, including vitrines, pedestals, security plates, stanchions, sound proofing, and screen size. For certain Loaned Works, a specific maintenance schedule and specialized staff may be required as outlined by the individual installation instructions.

VII. Couriers

SFMOMA reserves the right to determine at any time prior or during the loan period that courier accompaniment is required and to designate a courier. Consideration will be given to sharing a courier when loans are coming from two or more institutions from the same city or area, especially when shipments are consolidated. The Borrower will be responsible for all costs incurred for the trips.

Such costs include roundtrip airfare and hotel accommodations (minimum three nights hotel for international and domestic east coast shipments; two nights for other domestic shipments; six nights for Australia and Asia).

The courier must be given in cash upon arrival a per diem for meals, local transportation, and small miscellaneous travel related expenses. It may be necessary for SFMOMA couriers to stay longer than the above-mentioned prescribed minimum, such as overnight stays necessitated by shipment routing (i.e. to facilitate airline closeouts or due to long truck trips). If this is the case, the Borrower will provide the additional days per diem and hotel expenses. If the Borrower fails to pay any of these expenses directly, SFMOMA will invoice the Borrower for them.

VIII. Commercial Insurance, Indemnity and Immunity

a.) The organizer will insure this loan wall-to-wall (nail-to-nail) under its fine-arts insurance policy, for the amount indicated on the loan agreement, against all risks of physical loss or damage from any external cause while in transit and on location during the period of the loan.

d.) The policy referred to may contain the usual exclusions of loss or damage due to such causes as wear and tear, gradual deterioration, inherent vice, war, invasion, hostilities, insurrection, nuclear reaction or radiation, confiscation by order of any government or public authority, risks of contraband or illegal transportations and/or trade.

e.) The Certificate of Insurance must be received by SFMOMA at least two weeks prior to the release of the work. Please forward the certificate to SFMOMA's Loans Out Registrar

f.) If requested, Borrower will provide proof of Immunity from Seizure protection at least 60 days prior to release of the Loaned Work. Unless agreed to otherwise in writing, the Loaned Work will not be released without said proof, or, in the alternative, a statement from Borrower's Director or General Counsel to the effect that the laws of the country of the exhibition venue(s) do not provide a mechanism for obtaining immunity from seizure.

IX. Damage, Loss, Theft

In the event that the Loaned Work or the associated equipment fails, is damaged, lost or stolen, whether in transit or while on exhibition, the Borrower must immediately notify SFMOMA's Registrar by phone and e-mail, followed by a written report of the circumstances, including photographs. All packing materials, etc. must be saved for SFMOMA's review. In the event of an emergency, the Borrower must take all steps to prevent any additional damage to the Loaned Work. No repairs or conservation work shall be made of the Loaned Work without SFMOMA's prior written consent.

X. Loan Costs

a.) The Borrower shall be responsible for all expenses of the loan, whether incurred by SFMOMA or by the Borrower. SFMOMA's service provider(s) will bill Borrower directly for certain loan expenses, such as, but not limited to, crating, packing, shipping and customs formalities, and equipment servicing/maintenance. SFMOMA will bill Borrower for any necessary framing, mounting, matting, glazing, handling fees, intra-storage trucking fees, duplication and migration of media, reimbursement of insurance premium, insurance premiums, conservation (where relevant) and other related expenses. If Borrower cancels the loan, any expenses already incurred will be billed to the Borrower. We reserve the right to withhold shipment pending the payment in full of any outstanding sums due SFMOMA.

b.) In addition, Borrower shall pay a loan fee as follows:
\$250 per object

XI. Photography, Catalogues and Credit Line

a.) While on exhibit, objects from the collection of the San Francisco Museum of Modern Art may be photographed by the general public for personal use only. Flash photography and photography with tripod are not permitted. Loaned Work may be photographed, filmed, and/or videotaped by members of the working press, under the supervision of The Borrower, for the purpose of reporting on the exhibition.

b.) Photographic material for merchandise development, publication, publicity, research, and educational use can be provided upon request.

c.) The Borrower will be responsible for obtaining any necessary third-party permissions or consents required for Borrower's use. Borrower is responsible for obtaining any necessary licenses, permissions or consents from third party rights holders in connection with using these images.

d.) The Borrower may not use images of the Loaned Work to create merchandise (including but not limited to posters, postcards, magnets, or other commercial goods) or for marketing purposes without first obtaining SFMOMA's written permission. To request SFMOMA's permission for these uses see XI.b above for contact information.

e.) The Loaned Work may be photographed or filmed as part of an installation view, as an internal record of the specific installation and exhibition. SFMOMA will be provided with one copy of any such material upon request.

f.) Information about the Loaned Work for use on wall labels, in catalogues, for publicity and any other purpose must conform to the catalog data, including the full credit line as furnished by SFMOMA. Complimentary copies of any catalogue, brochure or checklist should be sent to each of SFMOMA's lending curatorial department(s), with an additional copy sent to the SFMOMA Library.

XII. Recall or Cancel

SFMOMA reserves the right to recall or cancel the loan if the conditions are not met or if the Museum deems such recall or cancellation is in its best interest.

XIII. General

The English text of the Borrower's Agreement controls, should any question of legal interpretation of the Loan Agreement arise. In the event of any dispute under the Loan Agreement, the laws of the State of California shall apply and the dispute shall be subject to the exclusive jurisdiction of the Courts of the State of California. Borrower hereby consents to such jurisdiction.

Agreed to and accepted:

The Borrower:

Signature:

Name:

Title:

Date:

San Francisco Museum of Modern Art

Signature: