



# CITY OF BATTLE CREEK

## SMALL BUSINESS DEVELOPMENT OFFICE

36 W. Hamblin Avenue, Battle Creek, MI 49017 phone 269.441.1255  
smallbusinessinfo@battlecreekmi.gov



### ORIGAMI SCULPTURE EXHIBITION

### ARTWORK LOAN AGREEMENT

Small Business Development Office/City of Battle Creek

36 W. Hamblin Ave.

Battle Creek, MI 49017

Phone: 269-441.1255

The work described below will be on loan to the City of Battle Creek Small Business Development Office (SBDO) from  
**October 15, 2021 through October 15, 2022**

This is a loan agreement (subject to the attached terms and conditions) between the Borrower and Artist Lender

\_\_\_\_\_  
Lender

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Exact form of lender's name/credit for exhibition display label

\_\_\_\_\_  
Artist

\_\_\_\_\_  
Title

\_\_\_\_\_  
Medium

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dimensions (without frame or base) inches

\_\_\_\_\_  
Dimensions (with frame or base) inches

**H**                      **W**                      **D**                      **H**                      **W**                      **D**

\_\_\_\_\_  
Value of this loaned sculpture in U.S. dollars

\_\_\_\_\_  
Value of insurance

\_\_\_\_\_  
Lender's special instructions/conditions (please attach an additional sheet of instructions if necessary)

My signature below indicates the accuracy of the above information, and that I have fully read and understand the SBDO document entitled “Call for Art: Inaugural Outdoor Origami Sculpture Exhibition” and agree to be bound by its terms, as well as the terms and conditions constituting the “Artwork Loan Agreement.”

**Signatures**

\_\_\_\_\_  
Signature of Artist Lender Date

\_\_\_\_\_  
Name/title of Artist Lender

\_\_\_\_\_  
Signature of Borrower Date

\_\_\_\_\_  
City of Battle Creek

Please complete, and fax, mail or email to:

Jacque McLean  
Small Business Development – City of Battle Creek  
36 W. Hamblin Ave.  
Battle Creek, MI 49017  
[jjmclean@battlecreekmi.gov](mailto:jjmclean@battlecreekmi.gov)  
269.441.1255



# CITY OF BATTLE CREEK

## SMALL BUSINESS DEVELOPMENT OFFICE

36 W. Hamblin Avenue, Battle Creek, MI 49017 phone 269.441.1255  
smallbusinessinfo@battlecreekmi.gov



### ORIGAMI SCULPTURE EXHIBITION

#### ARTWORK LOAN AGREEMENT

Small Business Development Office/City of Battle Creek

36 W. Hamblin Ave.

Battle Creek, MI 49017

Phone: 269.441.1255

#### Terms and Conditions:

1. Artist (hereafter "Lender") warrants that it has all right, title and ownership interest in the Sculpture, and that the Sculpture is not subject to any ownership, lien, encumbrance, copyright infringement or other claim by any other person or entity. Should legal ownership of the loan change during the borrowing period, the new Owner may be required to provide legal proof of ownership prior to the return of the work.
2. The loan effective date is \_\_\_\_\_, and shall terminate on \_\_\_\_\_ (the "Termination Date"). Lender shall remove the Sculpture from the Site within thirty (30) days of the Termination Date. Borrower, at its sole discretion, may terminate the loan and require Lender to remove the Sculpture from the Site prior to the Termination Date upon thirty (30) days prior written notice (the "Notice of Early Termination"). If Lender does not remove the Sculpture within the earlier of (30) days of the Termination Date or a Notice of Early Termination, the Sculpture may be removed by Borrower at Lender's sole expense.
3. The exhibition site for the Sculpture will be located at the following site, or such other location as to which Borrower and Lender shall agree in writing (the "Site"): \_\_\_\_\_  
\_\_\_\_\_
4. The Sculpture shall be installed on a base that is located at the Site (the "Base"). The Base shall be constructed by Borrower. By installing the Sculpture on the Base, Lender represents and warrants to Borrower that the Base is suitable for Sculpture display. Borrower shall at all times, and without prior notice to Lender, have the right to control access to the Site and the Base, and to modify and relocate the Base and any Sculpture thereon within the Site.
5. Lender shall be responsible for transportation and delivery of the Sculpture to the Site; installation of the Sculpture on the Base; removal of the Sculpture from the Site; and transportation of the Sculpture away from the Site. All costs and expenses of transportation, delivery, installation and removal of the Sculpture shall be borne solely by Lender. Borrower may assist Lender with installation and removal of the Sculpture by providing a minimal workforce and equipment as agreed between Borrower and Lender. Borrower shall not be entitled to reimbursement from Lender for any costs and expenses incurred by Borrower should it decide to assist Lender

with installation and removal of the Sculpture. In all cases, Lender shall obtain Borrower's approval of the date and time of installation and removal of the Sculpture. Borrower shall have the right, but not the obligation, to supervise and/or assist in the installation and removal of the Sculpture.

6. It is understood that the item/s described on the loan agreement may not be cleaned, restored or altered in any other way without the consent of the Lender. In the event that the work is altered in any way, the Borrower shall immediately notify the Lender by telephone and subsequently in writing.
7. Borrower reserves the right to inspect, upon receipt and prior to exhibition, all objects shipped and described herein. Borrower shall immediately notify Lender if the condition of any objects received is not in conformity with the pre-shipping condition/description of said objects. Borrower will not assume any liability for objects shipped which are not described in the agreement.
8. The Lender will insure the sculpture under an insurance policy against all risks of physical loss or damage from any cause while on location during the loan period. The Lender's policy may contain the usual exclusion for loss or damage due to war, confiscation by order of any government or public authority, risk of contraband or illegal transportation and/or trade, nuclear damage, wear and tear, gradual deterioration, moths, vermin, and inherent vice and for any damage sustained due to and resulting from any repair, restoration or retouching process unless caused by fire and/or explosion. In the event of loss or damage, recovery shall be limited to such amount, if any, as may be paid by the insurer, hereby releasing the Borrower and the officers, employees and agents of Borrower from liability for any and all claims arising out of such loss or damage.
9. Borrower must be provided a certificate of insurance specifically naming the Borrower as additional assured and waiving subrogation against the Borrower. If the Lender shall fail to supply the Borrower with such a certificate, this Loan Agreement shall constitute a release of the Borrower from any liability in connection with the work. Borrower cannot accept responsibility for any error or deficiency in information furnished to the Lender's insurer for any lapse in coverage.
10. It is understood that during the course of the exhibition, items on loan may be photographed and reproduced for publicity and/or educational purposes connected with the exhibition.

Jacquie McLean  
Small Business Development – City of Battle Creek  
36 W. Hamblin Ave.  
Battle Creek, MI 49017  
[jjmclean@battlecreekmi.gov](mailto:jjmclean@battlecreekmi.gov)  
269.441.1255

SAMPLE