

**THE AUSTRALIAN EXHIBITIONS TOURING AGENCY
STANDARD AGREEMENT FOR INCOMING LOANS**

This Agreement is made the _____ day of _____

BETWEEN:

AUSTRALIAN EXHIBITIONS TOURING AGENCY LTD a company limited by guarantee and having its principal place of business at 4/422 Collins Street, Melbourne ("AETA"),

AND

_____ (the "Lender"), **for the purpose of** loaning work(s) of art, for inclusion in a touring exhibition (the "Exhibition").

I. GENERAL TERMS

A. Title

The Exhibition's title is : " _____ ".

B. Works of Art :

For the purpose of the Exhibition the Lender agrees to loan AETA the works of art listed in Schedule A ("Works") .

C. Touring Schedule

The dates and places ("Exhibiting Gallery" or "Exhibiting Galleries") relevant to the touring of the Exhibition, are listed in Schedule B ("Touring Schedule")

II. TRANSPORTATION AND SECURITY

A. Travel Arrangements:

- (i) AETA will make arrangements to take direct delivery of the Work from the Lender. After accepting delivery of the Work, AETA shall be responsible for organising all aspects of the transport of the Work for the duration of the loan until the Work is finally returned to the possession of the Lender.
- (ii) A courier provided by AETA or a courier provided by the Exhibiting Gallery will accompany any shipment of the Exhibition.

III. CARE AND CONSERVATION

A. Packing and Unpacking:

- (i) AETA will arrange for the packing of the Work at the place of delivery.
- (ii) Packing and unpacking of Work at each Exhibiting Gallery will be assisted by professional art handlers or museum personnel supplied by each Exhibiting Gallery under the direction of AETA. All special packing and unpacking instructions issued by Lender shall be explicitly followed.

B. Condition Reports

- (i) AETA will prepare and sign a condition report for the Work prior to the packing of the Work at the place of delivery.
- (ii) AETA shall arrange for a conservator to be present at each Exhibiting Gallery who shall prepare a condition report on the Work upon unpacking and prior to repacking at each Exhibiting Gallery, noting any changes in the condition of any Work. The Exhibiting Gallery shall countersign all condition reports upon receipt and dispatch in consultation with the conservator.

C. Damage in Transit

If it appears that a Work has been damaged in transit, or during unpacking, AETA shall (or shall order the Exhibiting Gallery to) preserve the packing materials for inspection by the transport companies and shall take photographs to document the damage. AETA shall give written notice to the transport companies and the insurer or indemnity provider.

D. Exhibition Security:

The Works shall be stored and installed only in facilities that are equipped with adequate fire detection/prevention systems and that are patrolled by security personnel. All external doors and accessible windows shall be locked and fitted with alarms and the exhibition and storage areas shall be covered by electronic or closed circuit television surveillance devices that are activated whenever security personnel are not present.

E. Standard of Care

- (i) AETA will for the purpose of safeguarding the condition of the works maintain the Work in temperatures between 18-23 degrees celsius, relative humidity at between 50 per cent to 60 per cent and light levels to a maximum of 75 lux for works on paper and within a range of between 100-200 lux for paintings. Fluorescent lights shall be filtered to remove the ultra violet range.
- (ii) No Work shall be unframed without the express permission of Lender. No hanging devices shall be removed, repositioned or replaced by AETA without the express permission of the Lender. In the case where such permission is given devices shall be returned to the Work prior to final packing.
- (iii) AETA shall make its best endeavours to ensure that Exhibiting Galleries at all times during the period of the loan 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 and that any cleaning and maintenance of the Exhibition display areas is done under supervision of the staff of each Exhibiting Gallery.

E. Reporting Damage, etc:

AETA shall report immediately to Lender, any loss, damage or deterioration to a Work whilst on loan, whether in transit or on Exhibiting Gallery premises. AETA will confirm such report in writing to Lender as soon as possible thereafter, enclosing photographs documenting any damage.

F. Restoration of Work:

No conservation or restoration work will be performed on Work except as directed in writing by Lender. The person treating any Work shall describe the treatment in detail and shall append the description to the condition report together with a copy of the permission for the treatment.

IV. INSURANCE/INDEMNITY

(A) Works

AETA will fully indemnify Lender against all loss or damage whatsoever to any Work from the time that the Work leaves the Lender to the time that the Works are returned to the Lender, unpacked and condition reports completed.

(B) General

AETA will make compensation to the Lender for any loss, destruction or damage to any Work as follows:

- (i) in the case of loss or destruction of the Work, payment of the sum set out beside the Work in Schedule A.
- (ii) in the case of such damage to the Work as aforesaid, payment of
 - (a) such reasonable costs of repairs to the Work as may be agreed between the Lender and the AETA or, in default of agreement, as may be determined by an expert mutually acceptable to the Lender and AETA; and
 - (b) an amount equal to any reduction in the market value of the Work after repair, such amount to be agreed between the Lender and AETA, in default of agreement, to be determined by an expert mutually acceptable to Lender and AETA.

V. PUBLICITY

A. Photography/Reproduction/Copyright

- (i) AETA may photograph or authorise photographing, videotaping or filming of any Work for the purpose of inclusion on the catalogue, education material accompanying the Exhibition, media and publicity purposes and maintaining an archival record of the Exhibition. AETA shall obtain any necessary copyright permission from the copyright owner.
- (ii) Reproductions referred to in paragraph (i) above shall be made under the supervision of curatorial/conservation staff following guidelines set out herein as Schedule C ("Conservation Guidelines").
- (iii) Except as authorised by AETA for media coverage, the public shall not be permitted to photograph any of the Works.

C. Acknowledgments

All publicity, promotion releases, invitations, announcements, catalogues and other printed matter concerning the Exhibition shall carry a credit line as follows, except as otherwise agreed between the parties:

VI. FINANCIAL MATTERS

Reimbursable Expenses:

The parties acknowledge that: AETA will reimburse Lender according to the budgeted expenses set out in Schedule D hereof.

VII. MISCELLANEOUS

A. Scope of Agreement

This Agreement and its Schedules constitute the entire understanding of the parties with respect to the loan of Work and there are no terms or conditions agreed upon which are not set forth herein. The Agreement and the rights hereby granted shall be personal and the parties may not assign their rights or obligations hereunder without the prior written consent of all the parties. Mutually acceptable modifications in the Agreement may be made at any time in writing signed by the affected parties.

B. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Victoria, Australia.

C. Disputes

The parties pledge to use their best efforts to resolve informally but to their mutual satisfaction any disagreement arising out of this Agreement. Failing this, the parties agree to resolve their disputes in accordance with the Arbitration Rules of the International Chamber of Commerce in effect at the time this Agreement is entered into.

D. Notice

Any notice to be given by one party to the other under this Agreement shall be in writing and may be given by post, facsimile, telegram or telex.

All notices to AETA will be sent to:

Executive Director
Australian Exhibitions Touring Agency Ltd
4/422 Collins Street
Melbourne 3000

Tel: (03) 6022066

Fax: (03) 6022008

THIS AGREEMENT is entered the day of 198 .

SIGNED FOR AND ON BEHALF OF AETA by)
..... in the presence of:)
)

.....

SIGNED FOR AND ON BEHALF OF LENDER by)
..... in the presence of:)
)

.....

SCHEDULE A

LIST OF WORKS LOANED

1. ARTIST

.....

TITLE

.....

DATE OF WORK

.....

MEDIUM AND SUPPORT

.....

EXACT FORM AND LOCATION OF INSCRIPTION

.....

DIMENSIONS

.....

INSURANCE VALUE

.....

AVAILABILITY OF PHOTOGRAPHS OF WORK

.....

2. ARTIST

.....

TITLE

.....

DATE OF WORK

.....

MEDIUM AND SUPPORT

.....

EXACT FORM AND LOCATION OF INSCRIPTION

.....

DIMENSIONS

.....

INSURANCE VALUE

.....

AVAILABILITY OF PHOTOGRAPHS OF WORK

.....

.....

3. ARTIST

.....

TITLE

.....

DATE OF WORK

.....

MEDIUM AND SUPPORT

.....

EXACT FORM AND LOCATION OF INSCRIPTION

.....

DIMENSIONS

.....

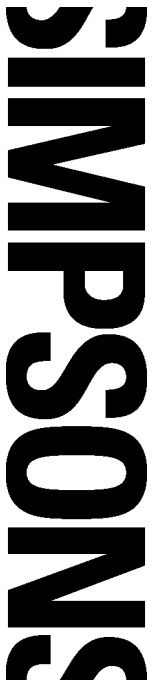
INSURANCE VALUE

.....

AVAILABILITY OF PHOTOGRAPHS OF WORK

.....

.....



SIMPSONS SOLICITORS
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www.simpsons.com.au

SCHEDULE B

TOURING SCHEDULE

Intellectual
Property.
Entertainment.
Publishing.
Media.
Visual Arts
& Design.
Museums
& Galleries.
Litigation.

Liability limited by a scheme approved under Professional Standards Legislation. Simpsons Solicitors Pty Ltd (ACN 125 211 823) trading as Simpsons Solicitors.

SCHEDULE C

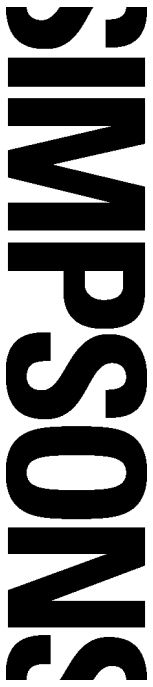
CONSERVATION GUIDELINES FOR PRESS PHOTOGRAPHS

Exposure to light causes deterioration of works of art, resulting in colour change, weakening of textile fibres and destruction of paint medium. All susceptible material such as paper, textiles, oil paintings, wood, leather etc is at risk under excessive light. For this reason, please proceed with care.

1. Where possible, shoot with available light.
2. Lamps or camera porta-paks should only be turned on for the minimum time necessary for the shot.
3. Cameras and lamps should be no closer than 10 feet from the works of art. Temperatures at or near surfaces should not increase. The main danger here is the heat build up, caused by the lamps.
4. Camera equipment, lamps, tripods, cables should be at a safe distance from works of art, so as to avoid possible accident or damage.
5. Care should always be taken that neighbouring objects do not receive a bigger exposure than the one being photographed.
6. The following maximum light limits should be observed:

Photography and television:

Tungsten lamps	100 lux
Metal-halide lamps	2500 lux
Flash exposure:	f22 at 100 ASA minimum aperture)



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SCHEDULE D

EXPENSES

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