



INCOMING LOAN CONTRACT

GENERAL SECRETARIAT
OF THE
ORGANIZATION OF AMERICAN STATES
SECRETARIAT FOR EXTERNAL RELATIONS
AMA | ART MUSEUM OF THE AMERICAS

Please read, in their entirety, the following: (1) the Art Loan Document, below; and (2) Annex A, hereto, which contains the “Conditions Governing This Loan.” If these documents are acceptable to you, please sign and date each document and send them to the Art Museum of the Americas at the following address:

Art Museum of the Americas of the OAS
Attention: Exhibit Assistant
1889 F Street, NW
Washington, DC 20006

>LOAN DOCUMENT

In accordance with the terms and conditions set forth in the document titled “Conditions Governing this Loan” which is attached hereto as Annex A and incorporated herein by reference, Praxis International Art agree to lend the artworks, detailed below under the title: Artworks on loan by LENDER to GS/OAS pursuant to this Loan Document, to the General Secretariat of the Organization of American States (hereinafter referred to herein as “GS/OAS”) for exhibit at the GS/OAS Art Museum of the Americas, for the loan period of _____ to _____ for display in the exhibition titled _____ which will be held at the OAS Art Museum of the Americas, 201 18 Street, NW, Washington, DC 20006, USA from _____ to _____.

>LENDER INFORMATION

Name/Organization:

Address:

Telephone No.:

Email address:

>OBJECTS ON LOAN

Artworks on loan by LENDER to GS/OAS pursuant to this Loan Document. If more than two works are loaned, attach the others on a separate sheet.

Title:

Year:

Artist:

Medium:

Dimensions (inch):

Insurance Value (USD):

Image:

Title:

Year:

Artist:

Medium:

Dimensions (inch):

Insurance Value (USD):

Image:

LENDER's Credit Line for labels and catalogs:

Condition of the artworks:

Indicate whether the Artworks may be photographed and reproduced for normal publicity, educational, and catalog purposes connected with this exhibition:

Yes ____; No ____.

>CONDITIONS

CONDITIONS GOVERNING THIS LOAN ARE AS FOLLOWS:

_____, (hereinafter referred to herein as the "Lender") has executed the foregoing Loan Document (hereinafter referred to herein as the "Loan Document") pursuant to which certain artworks of the Lender (hereinafter referred to herein as the "artworks") will be exhibited at the GS/OAS Art Museum of the Americas in Washington, D.C., USA (hereinafter referred to herein as the "Museum").

The Lender understands and agrees to the following:

(1) The Museum will give the Lender's artworks the same care as such artworks would receive if it were Museum property.

(2) The lender of the artworks, listed in this loan form, will carefully soft pack and/or crate the artwork/s in a professional manner and have them send to the Museum via a privet truck. The cost of the related to the delivery via a privet truck will be covered by the Museum. The in-transit insurance of the artwork to the museum shall be covered by the LENDER. At the end of the exhibit, the Museum will carefully soft pack and/or re-crate the artworks in a professional manner in the same packing materials in which the artworks were received. The cost of the privet truck for the return of the artworks will be cover by the Museum. The in-transit insurance of the artworks shall be covered by the LENDER.

(3) GS/OAS, through the Art Museum of the Americas, will insure the Lender's artworks under the terms of GS/OAS' fine arts insurance policy while on exhibit or in storage at the Museum during the loan period for the insurance value amount indicated by the Lender on the face of the Loan Document, against all risks of physical loss or damage from any external cause. The policy referred to contains the usual exclusions of "all risk" policies.

(4) GS/OAS is not responsible for any error or deficiency in information furnished by the Lender in the Loan Document. The statements by the Lender in the Loan Document as to the value of the Lender's artworks and the special handling and/or mounting instructions and conditions reports, etc., listed by the Lender on the Loan Document, or attached by the Lender thereto, are solely those of the Lender, and the OAS, the GS/OAS, the OAS Art Museum of the Americas, or any of their officers, agents or employees, do not assume or have not assumed any responsibility for the accuracy of the information furnished by Lender.

(5) Any dispute, controversy or claim, which cannot be settled amicably, arising out of or in relation to the Loan Document and/or these Conditions shall be submitted to and determined by arbitration. The arbitration shall be held in accordance with the Arbitration Rules of the Inter-American Commercial Arbitration Association ("IACAC"), and shall be conducted by one arbitrator agreed by both Parties or otherwise appointed in accordance with the above-referenced Rules. The decision of the arbitrator shall be final and binding upon the Parties. The law applicable to the Loan Document and to these Conditions Governing the Loan, and the law applicable to the arbitration shall be the law of the District of Columbia, USA. The arbitration shall be in English in Washington, D.C.

(7) Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS and the GS/OAS under the laws of the United States of America, or international law.

I agree to all of the Conditions Governing This Loan, as stated above in this document.

LENDER'S SIGNATURE

Signature

Date / /

Printed Name

GS/OAS | ART MUSEUM OF THE AMERICAS SIGNATURE

Signature

Date / /

Printed Name

Title