



ART LOAN CONTRACT

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

>LOAN DOCUMENT

In accordance with the terms and conditions set forth in the document titled "Conditions Governing This Loan" which is attached hereto in Annex A and which is incorporated by reference, AMA | Art Museum of the Americas of the General Secretariat of the Organization of American States has agreed to lend to _____ the artworks listed below for display from _____ to _____, in the exhibition titled _____ at _____ for the loan period of _____ 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:

· OAS | AMA's Credit Line for labels and catalogs: "Collection OAS AMA | Art Museum of the Americas"

· 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 to _____ of the artworks detailed in the Art Loan Document, for display from _____ to _____, in the exhibition titled _____ at _____ for the loan period of _____ to _____.

The General Secretariat of the Organization of American States, through its AMA | Art Museum of the Americas (hereinafter referred to as the "LENDER") and _____ (hereinafter referred to as the "BORROWER") have executed the attached Loan Document pursuant to which certain artworks of the LENDER detailed in the Art Loan Document (hereinafter referred to in this Art Loan Document as the "artworks") will be exhibited at _____. The LENDER warrants that it is the sole owner of the artworks covered by this loan.

The BORROWER understands and agrees to the following:

The artworks covered by this loan shall at all times be given sufficient care to protect them against loss, damage, and/or deterioration. The BORROWER shall maintain constant and adequate protection of the artworks from all hazards, including but not limited to: fire; water or humidity; insects; dirt; and theft; and from mishandling by unauthorized or inexperienced persons, or by the public. Should loss, damage, or deterioration be noted, regardless of who may be responsible therefore, the BORROWER shall inform the LENDER immediately and in detail. Should damage occur during transit, the LENDER and the carrier shall be notified at once, and all packing materials shall be saved until all parties have had an opportunity to inspect them.

The artworks shall be maintained in the condition in which they were received by the BORROWER, as described in the Art Loan Document. The artwork shall not be unframed or removed from mats, or mounts for any purpose whatsoever, or cleaned, repaired, retouched, or altered in any way, or transported in damaged condition except with the prior express written permission of the LENDER.

The artworks shall be packed and transported by a qualified company specialized in transporting fine art works such as the artworks described in this Loan Agreement. All costs for packing and "door-to-door" roundtrip transportation of the artworks shall be arranged for and shall be paid in full by the BORROWER.

The BORROWER shall provide and pay for fine arts insurance coverage for the artwork with an insurer acceptable to the LENDER under an all-risk "nail to nail" policy at the value specified in the Art Loan Document. The BORROWER shall indemnify the LENDER for any loss of or damage to the artwork while in the BORROWER'S possession as well as while in-transit.

The loan period may be extended only by mutual and written agreement of duly authorized representatives of the Parties. In the event of extension, the insurance coverage must be extended accordingly.

The artworks may be photographed and recorded as video, and these images reproduced for normal publicity, including internet publicity, educational purposes, and the exhibit catalogue before and during the exhibition covered by this Loan, and for condition records, but special permission from the LENDER shall be obtained in writing for all other reproduction. Information about the artworks used for catalogs, labels, or any other purpose shall conform to the catalog data furnished by the LENDER and shall always include a credit line to "Art Museum of the Americas, Organization of American States" giving the name of the donor or purchase fund when specified.

If any dispute arises between the Parties related in any way to the performance or interpretation of this Loan Agreement, or any other matter in connection with this Loan Agreement which cannot be settled by amicable agreement, then upon either party's giving written notice of the difference or dispute to the other, the dispute shall be resolved by submitting the matter for final and binding arbitration in accordance with the rules of procedure of the InterAmerican Commercial Arbitration Commission and the law of the District of Columbia, USA. The language of the arbitral procedure shall be English, and the arbitration shall be held in Washington, D.C. unless otherwise agreed by the Parties. Provided, however, that before a Party may take a dispute to arbitration, that Party shall first seek to resolve the dispute through mediation. When a dispute is taken to mediation, both Parties shall make a good faith effort to settle the dispute.

The demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such controversy, claim or dispute or other matters in question would be barred by the applicable statute of limitations under the laws of the District of Columbia, U.S.A.

The law applicable to this Loan Agreement is the law of the District of Columbia, USA.

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

I agree to all of the Terms and Conditions Governing This Loan, as set forth, above in this document, and I am duly authorized by my employer to sign this Agreement on behalf of the BORROWER.

BORROWER'S SIGNATURE

Signature

Date / /

Printed Name

Title

GS/OAS | ART MUSEUM OF THE AMERICAS SIGNATURE

Signature

Date / /

Printed Name

Title