FURMAN UNIVERSITY
Herring Center for Continuing Education
3300 Poinsett Highway
Greenville, South Carolina 29613-1116

2019 Annual Juried Art Exhibition Loan Agreement

This Agreement is made between Furman University Herring Center for Continuing Education, hereinafter referred to as “Furman” and _____________________ __________, hereinafter referred to as the “Lender,” for the exhibition of artwork(s) selected by Furman from the list on “Exhibit A” of this Agreement, which are to be displayed in the Baiden Concourse of the Herring Center at Furman University, Greenville, South Carolina, from the 14th day of October, 2019 to the 20th day of December 20, 2019.

RECITALS

1. Lender agrees to furnish a list of works of art to be considered for exhibition, hereinafter referred to as “Exhibit A,” attached hereto and incorporated in this Agreement. The list must include title, medium, size, price (optional if for sale), and insurance value for each piece. This information must be received by the specified date of delivery of artwork.

2. Lender warrants that the Lender is the owner or authorized possessor of the exhibit items and has the authority to execute this agreement and carry out the terms and conditions expressed herein.

3. Lender agrees to provide to Furman for the exhibit the items listed in Exhibit A, which Furman’s juror has selected for the above referenced exhibition, at no cost to Furman.

4. Furman agrees to provide exhibition space in the Baiden Concourse Gallery in the Herring Center for Continuing Education for the display of the works of art selected by Furman from the list in Exhibit A for the above referenced exhibition. The galleries will be open during Continuing Education’s standard operating hours.

5. Lender assumes all liability for works on loan to the Herring Center during the temporary exhibit.

   a. Furman will not be responsible for physical loss or damage for works while the items displayed in the Herring Center.
   b. Furman shall not be responsible for any indirect losses to the Lender, including but not limited to the loss of income or use.
   c. Lender agrees that the Lender shall be responsible for any losses of bodily injury arising from their exhibit of large sculptures or mechanical exhibits while on loan to Furman.
   d. If the Lender desires insurance coverage, such coverage must be obtained at the Lender’s own expense.

6. If requested, Lender agrees to furnish to Furman a biographical sketch (current vita), an artist’s statement, and a digital image for postcard and publicity.

7. Lender is responsible for the safe packing of all items included in Exhibit A for both the delivery and return of the exhibit.

   a. All items must be delivered directly to the Herring Center and picked up directly. Shipping will not be an option.
   b. Furman will not be responsible for insuring the items while in transit.
8. Lender agrees to deliver the items in Exhibit A, which Furman selected for the exhibition, no later than Friday, October 11, 2019, to the UES Office in the Herring Center for Continuing Education, Furman University, 3300 Poinsett Highway, Greenville, South Carolina, in accordance with the exhibit’s “Entry Instructions.”
   a. Each piece of art must be identified with title, medium and price (if any) in Exhibit A.
   b. Two-dimensional works must be matted and framed up to 16” x 20” to professional standards (white mat with ONLY simple black metal or wood frame(s) in clean, good condition), unless prior approval has been obtained.
   c. Wiring must be in good condition and substantial enough to support the weight of the artwork. Sawtooth hooks are NOT permitted.
   d. UES reserves the right to reject any piece not framed appropriately.

9. The Lender shall retain all copyrights to their own images.

10. Lender grants Furman University permission to use images of their artwork submitted for exhibition for promoting the exhibition, artists, or UES, and current and past exhibitions, without expectation of compensation. Lender grants Furman University permission to place images of their works on social media, on Furman website, including the Furman Scholar Exchange Online Gallery, in printed advertisements, and feature articles on the exhibit.

11. Lender agrees to pick up their artwork(s) by January 10, 2020. Lender agrees that artwork not picked up by the deadline, will be placed in Furman University’s Flat File, and may be exhibited again, donated to another organization, or sold to benefit student scholarship funds. If sold, Lender grants UES right to retain all profits of the sale. Flat File art may also be destroyed after two years of close of original exhibition.

12. Should the Lender withdraw from this Agreement or cause changes in exhibit dates as outlined above, the Lender may be held responsible for costs incurred by Furman, including but not limited to printing of announcements/invitations and postage.

13. The parties hereby agree to the full and complete performance of the mutual covenants contained herein and that no amendments, changes, additions, deletions or modifications to or of this Agreement shall be valid unless reduced to writing, signed by the parties and attached hereto.

14. In the event one (1) or more clauses of this Agreement are declared illegal, void, or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.

15. No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein or shall in any way otherwise affect the validity of this Agreement.

16. This Agreement is entered into in the County of Greenville, State of South Carolina, and is governed and construed in accordance with the laws of the State of South Carolina, without giving effect to the conflict of laws principles thereof. Any suit, action, or proceeding arising out of or relating to this Agreement shall be brought and maintained in a court of competent jurisdiction located in Greenville County, State of South Carolina.

IN TESTIMONY WHEREOF, the hands and seals of the parties are affixed hereto as of the _______day of __________________, 2019.

Signatures:

__________________________________    _________________________________
Beth Crews       Signature
Director, Undergraduate Evening Studies  

Date: _____________________________   Lender/Artists Name Printed
Artist/Lender’s Name _____________________________________________________________
Email Address  __________________________________________________________________
Phone  _______________________________________________________________________

*If no title is listed, it will be listed as “Untitled.” If no value provided, $100 will be assigned.*

**Entry #1**

Title of Work ________________________________________________________________

Description of Work __________________________________________________________

Medium (crayon on paper, watercolor on paper, oil on canvas, photography, etc.)

Dimensions

Is this for sale, if buyers are interested?________ Value of Work?________

If for sale, how would you like buyer to contact you? ____________________________

**Entry #2**

Title of Work ________________________________________________________________

Description of Work __________________________________________________________

Medium (crayon on paper, watercolor on paper, oil on canvas, photography, etc.)

Dimensions

Is this for sale, if buyers are interested?________ Value of Work?________

If for sale, how would you like buyer to contact you? ____________________________

**Entry #3**

Title of Work ________________________________________________________________

Description of Work __________________________________________________________

Medium (crayon on paper, watercolor on paper, oil on canvas, photography, etc.)

Dimensions

Is this for sale, if buyers are interested?________ Value of Work?________

If for sale, how would you like buyer to contact you? ____________________________

**TO BE COMPLETED BY UES**

Date Dropped Off to Herring Center: ____________________________________________
received by Signature:________________________________________________________________

Date Picked Up from Herring Center: ____________________________________________
received by Signature:________________________________________________________________
EXHIBIT A (CONTINUED)

Furman University Baiden Gallery
2018 Artist Registration Form

Artist/Lender’s Name _____________________________________________________________

Email Address  __________________________________________________________________

Phone  _________________________________________________________________________

If no title is listed, it will be listed as “Untitled.” If no value provided, $100 will be assigned.

Entry #4

Title of Work ________________________________________________________________

Description of Work __________________________________________________________

Medium (crayon on paper, watercolor on paper, oil on canvas, photography, etc.)

Dimensions

Is this for sale, if buyers are interested? ______ Valve of Work? ______

If for sale, how would you like buyer to contact you? _____________________________

Entry #5

Title of Work ________________________________________________________________

Description of Work __________________________________________________________

Medium (crayon on paper, watercolor on paper, oil on canvas, photography, etc.)

Dimensions

Is this for sale, if buyers are interested? ______ Valve of Work? ______

If for sale, how would you like buyer to contact you? _____________________________

TO BE COMPLETED BY UES

Date Dropped Off to Herring Center: ____________________________________________

Received by Signature: _________________________________________________________

Date Picked Up from Herring Center: ____________________________________________

Received by Signature: _________________________________________________________