



## CAMPUS LOAN PROGRAM TERMS OF AGREEMENT

### Definitions

- UC: Ursinus College
- BMA: Philip and Muriel Berman Museum of Art at Ursinus College
- Artwork: Artwork owned by and included in BMA's permanent collection and included in the Campus Loan Program.
- Borrower: Individual UC employee participating in the Campus Loan Program and/or UC employee who is the contact for UC departments participating in the Campus Loan Program.

### General

1. Only UC staff and faculty are eligible for participation in the Campus Loan Program. Objects may not be borrowed by current UC students or alumni. Artwork may not be displayed in dormitory rooms or residential buildings.
2. Borrower is responsible for the security and safe keeping of the artwork, as well as notifying BMA immediately if there is any change, damage to, or theft of the artwork(s). Borrower must contact BMA immediately to report the following:
  - a. Change in condition of the work (ie. paint is flaking; print has slipped from hinges);
  - b. Damage to work, glazing (plexiglass/glass) or frame;
  - c. and the plexiglass, glass, and/or frame need cleaning.
3. Individual Campus Loan borrowers displaying artwork in a UC office may not loan more than one (1) artwork per office, unless otherwise requested and approved by the BMA Director.
4. UC departments may not loan more than four (4) artworks per lobby and/or hallway, unless otherwise requested and approved by the BMA Director. Each department must have a current staff member listed as a contact and signee for the Campus Loan Program Terms of Agreement.

### Acceptance of the Campus Loan Terms of Agreement

5. By accepting the physical delivery of Campus Loan artwork, the Borrower acknowledges that he/she has read the conditions indicated on the *Campus Loan Program Terms of Agreement* and accepts full responsibility for the artwork included in his/her UC office, lobby and hallway as stated within these terms. The Borrower understands that the artwork is part of BMA's permanent collection, and therefore understands that the preservation and safety of the artwork is an ongoing concern to both Ursinus College and the Museum.

### Safety of Artwork

6. Campus loan artwork is the sole property of BMA and Ursinus College. Any Campus Loan artwork removed from the 601 E. Main Street address of Ursinus College will be considered theft; local authorities will be contact and actions taken against Borrower.
7. Any and all damages to the artwork by or due to negligence of Borrower will be considered vandalism. Such incidences will result in the automatic return of the artwork to BMA and Borrower will removed from current and future participation in the Campus Loan Program.
8. Artwork may not be moved outside of during times of precipitation (rain, snow, etc), temperatures below 40 degrees and temperatures above 90 degrees. Exceptions include emergency incidents where artwork must be moved outside a building and incidents at the discretion of the BMA Director.

### Display of Artwork

9. Borrower must not place furniture and/or supplies near artwork (i.e. do not lean bookcases or other office furniture against paintings, set lamps in front of artwork, etc).
10. Artwork will not be displayed near a sink, food area or in the way of direct sunlight.
11. Borrower may only display borrowed works in agreed upon locations on Ursinus College property, including academic and administrative offices, hallways and lobbies.

## **CAMPUS LOAN PROGRAM TERMS OF AGREEMENT CONTINUED**

### **Office Moves and Artwork Moves**

12. Only BMA staff or authorized UC Facilities Services personnel (as approved by BMA) are authorized to install, de-install or move artwork. Borrower should not handle artwork unless there is an emergency in which the object may be damaged if immediate action is not taken.
13. Artwork and associated Campus Loan Agreement Terms are based per borrower, per office. If Borrower moves to a new UC office location, artwork will move to the Borrower's new UC location.
14. BMA retains right to not move, return and move any and all artwork included in the Campus Loan Program.
15. Moving artwork without the consent of BMA or in an emergency situation will result in the automatic return of the artwork to BMA and Borrower will be removed from current and future participation in the Campus Loan Program.
16. Borrower must notify BMA staff PRIOR to physical UC office moves.
17. BMA staff will arrange to remove all Campus Loan artwork and re-installation in the Borrower's new campus location pending on available and safe wall space in new office.

### **Return of Artwork**

18. For individual office borrowers, Campus Loan artwork must remain in the Borrower's office. For department lobbies and hallways, responsibility for artwork must transfer to current employee and BMA notified.
19. Artwork may be returned at any time to BMA. Borrower must contact BMA to arrange for move of artwork. Only BMA staff or authorized UC Facilities Services personnel (as set by BMA) are authorized to install, de-install or move artwork. Artwork may be returned and exchanged for new artwork following a period of at least 1 year from installation, unless artwork is removed by BMA for exhibition/loan need or the condition/safety concerns.
20. BMA maintains the right to remove artwork from loan based off exhibition/loan need or the condition/safety of the object at any time. Borrowed objects may be temporarily returned to BMA for exhibitions or special projects. Objects will be returned to the borrower following the conclusion of the exhibition or project if object is in stable condition as deemed by BMA staff.

### **Annual Inventory**

21. Borrower must allow entry to artwork display location by BMA staff during the Campus Loan Inventory (an annual to bi-annual inventory of Campus Loan artwork). BMA will give ample notice of inventory timeframe. The Campus Loan Inventory process includes the inventory, cleaning and condition evaluation of borrowed artwork. If artwork must be returned to BMA due to condition or other display concerns, the BMA Collections Manager will give borrower ample notice of de-installation.

### **Violation of the Campus Loan Program Terms of Agreement**

22. Any and all violations of the Campus Loan Program Terms of Agreement will result in the automatic return of the artwork to BMA and Borrower or violating UC department will be removed from current and future participation in the Campus Loan Program.