

Loan agreements between lender and exhibition

The following is an example of possible clauses to be inserted into an agreement between lender and organiser:

- 1) Name of Organiser.
- 2) Name of Exhibit.
- 3) Name of Lender.
- 4) Name(s) of the Copyright Owner(s).
- 5) Subject to the Organiser obtaining the written approval of the Copyright Owner(s), the Organiser may reproduce the Exhibit and any photographs supplied by the Lender for the following purposes (the 'permitted reproductions'):
 - a) illustration in exhibition catalogue;
 - b) reproduction for all press and publicity purposes (including on websites,
 - c) in e-bulletins and on social media);
 - d) reproduction in the following material: posters, prints, postcards, other merchandise;
 - e) reviews of the Exhibition;
 - f) archive, providing a record of the exhibition and consisting of a non-lending and non- income-generating reference and research resource;
 - g) for all educational purposes, for example education leaflets, teachers' packs, slides shown in public lectures, themed education projects;
 - h) any other reasonable purpose in connection with the Exhibition, the Lender, the Organiser or the Artist.
- 6) The Organiser will pay the Lender the following fees/royalties for permission to reproduce the Exhibit as above [here state fees/royalties, how calculated, when payable, etc.].
- 7) The Lender will supply on loan to the Organiser the following photographs [here state which photographs, identified by names of photographers, image names / number etc.], which the Organiser will use only for producing the permitted reproduction(s), and the Organiser will ensure that all photographs or digital files are returned to the Lender as soon as practicable after the end of the exhibition.

and/or

- 8) The Organiser may arrange for the Exhibit to be photographed in connection with the permitted reproduction(s), provided that the Organiser ensures that the copyright in any new photographs is owned by the Lender.
- 9) The Organiser will ensure that any permitted reproduction(s) are of good quality and will supply the Lender with a copy for approval prior to reproduction.
- 10) The Lender warrants to the Organiser that, unless otherwise specified in clause 4 above, the Lender is the owner of the copyright in the Exhibit and any photographs to be supplied by the Lender or is otherwise authorised to grant the right to make the permitted reproductions.
- 11) The Lender agrees that the Exhibit may/may not be photographed by the public using existing ambient lighting.
- 12) The Organiser will ensure that all permitted reproductions will bear the copyright notice/ credit as follows [here state wording of credit].
- 13) The Lender hereby notifies the Organiser that the artist/creator of the Exhibit has asserted his/her right to be identified as such whenever the Exhibit is exhibited in public or whenever the permitted reproductions are published. The Organiser agrees to bring this assertion to the attention of the Venues.