

# Book Club of California Member Exhibition Agreement



The Book Club of California (“BCC”) is a California nonprofit organization dedicated to preserving and promoting the art and craft of the book. BCC Member Exhibitions provide members the opportunity to display their collection and share their passion for the book with others. The member identified below wishes to lend to BCC a work for display (“Display Work”) at an exhibition on the basis set out in this document.

<b>BCC Contact Information</b>	<b>Contact person</b> Kevin Kosik, Executive Director kevin@bccbooks.org	<b>Lender Contact Information</b>	<b>Organization (if applicable)</b>
	<b>Phone number</b> (415) 781-7532		<b>Contact person</b>
	<b>Mailing address</b> 312 Sutter Street, 5 <sup>th</sup> Fl. San Francisco, CA 94108		<b>Phone number</b>
			<b>Email</b>
			<b>Mailing address</b>

<b>Exhibition Information</b>	<b>Exhibition title</b>
	<b>Dates open to the public (to be determined by BCC):</b>
	<b>Times open to the public (typically 10am-5pm M-F):</b>
	<b>Special display instructions</b>

<b>Display Work Information</b>	<b>Title/Artist/Author + Size</b>
	<b>Insurance value</b>
	<b>Additional information</b>
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**Additional Information or Terms**

This Exhibition Loan Agreement (“Agreement”), which consists of this form (“Plan”) and the attached terms and conditions, sets out the terms by which BCC will borrow and display the Display Work provided by the lender identified above (“Lender”). By signing below, Lender confirms that Lender understands and agrees to the terms of this Agreement.

**Book Club of California**

**Lender**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Print title, if signing on behalf of entity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Terms and Conditions

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## 1. Loan

### 1.1 Loan for Exhibition

BCC will borrow the Display Work specified in the Plan from Lender and display the Display Work to the public at the BCC gallery for the period specified in the Plan.

### 1.2 Duration of Loan

The Display Work will remain in the possession of BCC for the time specified in the Plan.

### 1.3 No Compensation

Neither BCC nor Lender will be compensated by the other for their activities under this Agreement.

### 1.4 Authority to Loan

Lender represents and warrants that Lender lawfully owns the Display Work or is otherwise permitted to loan the Display Work to BCC under this Agreement.

## 2. Shipping, Sale, and Return

### 2.1 Shipping

Unless otherwise specified in the Plan, Lender will bear the responsibility, including costs, for shipping the Display Work to and from BCC as set out in the Plan. Unless otherwise specified in the Plan, BCC does not provide shipping insurance.

### 2.2 Conditions Report

BCC may complete a written conditions report that documents the state of the Display Work at the time of receipt. Lender understands that BCC may take photos of the Display Work to supplement the conditions report. Upon termination of this Agreement, BCC may prepare a conditions report at the time of packaging for return shipment to Lender.

### 2.3 Change of Legal Ownership

Lender will promptly notify BCC in writing if the legal ownership of the Artwork changes during the duration of the loan. BCC will not be liable under this Section 2.3 for acting upon any written notice or instrument BCC reasonably believes to be signed by Lender. BCC may require the new owner to provide evidence of his or her legal right to receive the Display Work.

### 2.3 Removal

BCC will remove the Display Work from display following the last date of the exhibition specified in the Plan.

### 2.4 Return of Artwork

Unless otherwise specified in the Plan, the Display Work will be returned only to Lender.

### 2.5 Failure to Return

If BCC is unable to return the Display Work within 30 days due to no fault of its own, then BCC has the right to place the Display Work in storage, charge storage fees and the related cost of insurance, and to enforce a lien for the costs and fees relating to such storage and insurance. If

Lender fails to arrange for pickup within one year of the end of the loan, then the Display Work will become an unrestricted gift to BCC.

## 3. Display and Exhibition

### 3.1 Equipment and Production

BCC owns books stands, protective glass, and basic display tools. If Lender requires special tools or equipment for installing, displaying, or removing the Display Work which BCC does not own, Lender will be responsible for providing such tools or equipment. BCC will not be responsible for any damage caused to such tools or equipment.

### 3.2 Book Club Hours

Unless otherwise specified in the Plan, BCC will display the Display Work during regular BCC days and hours: Monday through Friday from 10:00 AM to 5:00 PM.

### 3.3 Curators

BCC requires curators to exercise due care when handling Display Work.

### 3.4 Withdrawal

Lender understands that BCC has sole discretion to withdraw the Display Work from the exhibition at any time. BCC will promptly notify Lender of such withdrawal, and will return the Display Work to Lender in accordance with Sections 2.1 and 2.5.

## 4. Care and Preservation

### 4.1 SFCB Duty of Care

BCC will exercise the same level of care to protect the Display Work as BCC does for comparable property of its own. BCC will not clean, restore, or otherwise alter the Display Work without Lender's consent. BCC will take reasonable precautions to protect the Display Work from fire, theft, and extremes of light, temperature, and humidity while in BCC's custody.

### 4.2 Gallery Conditions

Lender acknowledges that (a) Lender has had the opportunity to visit and evaluate the conditions of the BCC gallery, (b) BCC is not making any representations, warranties, or promises of any kind about the quality, condition, or suitability of the gallery, (c) the BCC gallery is open to the public and is exposed to natural sunlight, and (d) SFCB will not be responsible for damage to the Display Work caused by gallery conditions.

### 4.3 Security

The BCC building is unlocked and open to the public during the hours specified in Section 3.2. BCC cannot guarantee supervision of the Artwork during these hours.

#### **4.4 Notice of Damage**

BCC will promptly notify Lender of any damage to the Display Work at the time BCC receives the Display Work or while the Display Work is in BCC's custody.

### **5. Insurance and Liability**

#### **5.1 Insurance**

BCC maintains an insurance policy for physical loss or damage to works on its premises, which may cover the Display Work while it is in BCC's possession. If the Display Work is lost or damaged while in BCC's possession, BCC will use commercially reasonable efforts to seek recovery under any available insurance policy. Lender understands that (a) BCC is under no obligation to maintain such a policy, and (b) any such policy will contain exclusions or other terms that may limit recovery.

#### **5.2 Limitation of Liability**

Under no circumstances, and under no legal theory, whether in tort, contract, or otherwise will BCC be liable to Lender for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement. Recovery for any damage caused to the Display Work will be limited to any amount paid by BCC's insurer. BCC will not be liable for any claims arising from loss or damage to the Display Work.

#### **5.3 Lender's Insurance Coverage**

If Lender chooses to use his or her own insurance, Lender will provide SFCB with a certificate of insurance and name SFCB as an additional insured or waive subrogation against SFCB. SFCB is not responsible for any error or deficiency in the information provided by Lender to Lender's insurer, or for any lapses in coverage.

#### **5.4 Risk of Loss**

BCC will bear the risk of loss or damage to the Display Work (a) only to the extent provided in this Agreement and (b) only for the time the Display Work is in BCC's exclusive custody, control and supervision.

#### **5.5 Indemnification**

Lender will indemnify and hold harmless BCC, its officers, directors, employees and agents from and against any claims, damages, liabilities, costs and expenses, including reasonable counsel fees, arising out of third-party claims related to the exhibition of the Display Work.

### **6. Intellectual Property**

#### **6.1 Display Work**

Lender will retain all copyright, title, and interest in any intellectual property that Lender has in the Display Work.

#### **6.2 Consent to BCC Recordings**

Unless otherwise specified in the Plan, BCC has the right to photograph, film, or record the Artwork. Lender authorizes and grants BCC the right to use such photos or recordings, and otherwise use the Display Work in any and all media (including without limitation, website, social media, and publications) to promote the exhibition, and in connection with BCC'S fundraising, recordkeeping, and educational activities. BCC will retain all copyright, title,

and interest in any intellectual property BCC has in photos or other media derived from the Display Work.

### **7. Termination**

#### **7.1 Termination**

Lender and BCC may terminate this Agreement at any time by giving fifteen (15) days written notice to the other party. Lender and BCC may also terminate this Agreement upon a material breach by the other party, effective immediately upon delivery of a written notice to that effect.

#### **7.2 Effect of Termination**

Upon termination, BCC and Lender will cooperate in transition activities, including return of the Display Work in accordance with Section 2.5, and will use reasonable efforts to minimize interruption and any adverse impacts of the termination. Sections 5.2, 6.2, 7.2, and 8 will survive termination of this Agreement.

### **8. General Provisions**

#### **8.1 Entire Agreement**

This Agreement describes BCC's and Lender's entire agreement and supersedes all prior or contemporaneous written or oral communications between BCC and Lender relating to the Display Work and the exhibition. If there are any inconsistencies between the Plan and the terms and conditions, the Plan will control.

#### **8.2 Amendment**

This Agreement may be amended only as stated in a writing signed by both BCC and Lender which recites that it is an amendment to this Agreement.

#### **8.3 Waiver**

Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

#### **8.4 Severability**

If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

#### **8.5 Governing Law**

This Agreement will be governed by California law.