

LOAN AGREEMENT

Outgoing

This Agreement is made on _____ as part of the **SHARED RESIDENCE** project for a loan period commencing from [DATE] to [DATE].

PARTIES

Between

[NAME] [the "Borrower"]
[COMPLETE ADDRESS]

And

ATENEO ART GALLERY [the "Lender"]
Arts Wing, Areté
Ateneo de Manila University
Katipunan Avenue, Loyola Heights
Quezon City, Manila, Philippines 1108

[I] The Artwork/s

Artist	Title/Description	Year, Medium, Dimensions	Insurance Value

The following terms and conditions apply to this agreement:

[II] Venues and Loan Period

The artwork shall be borrowed in line with the **SHARED RESIDENCE** project for the personal enjoyment of the Borrower.

1. The work must be exhibited at a venue where protection from damage, loss and theft can be guaranteed by the Borrower.
2. The loan period of two [2] weeks shall be from [DATE] to [DATE].
3. The Borrower must pay a fine of PHP 300.00 for each day in excess of the said loan period.

(III) General Terms and Conditions

1. The Borrower is responsible for all loss and/or damage to the artwork borrowed which is due to the act/s, omission/s or negligence of the Borrower, its employees or agents, whilst the object is in their possession. This responsibility commences upon the packing of the object and ends when the object has been declared by the Lender as received in the condition it was lent after being inspected by the Lender's agents together with the Borrower's agents.
2. The Borrower is responsible for insuring this legal liability for loss and/or damage caused to the artwork/s while these are in its care, custody and control, as well as during its transit to and from the Lender's site to the agreed place of exhibition.
3. The artwork is the property of the Lender and may not be sold, lent or used in any commercial activity by the Borrower during the time in which the artwork is in the Borrower's care, custody and/or control.
4. The Lender shall provide the Borrower with a written report of the condition of the object prior to the transit of the object. The written report will be made by museum personnel.
5. The Borrower should also place adequate measures to protect the work from damage, loss or theft during the display of the work, as well as conditions which protect the object from mishandling, deterioration and other environmental danger.
6. The Borrower cannot, except under circumstances that place the object under potential harm or damage, remove or allow the removal of artwork from the stated location in the Shared Residence Borrower's Application Form without first obtaining permission from the Lender.
7. The Borrower agrees:
 - a. to comply with the guidelines established by the lender, in this agreement or otherwise, as well as for the care and maintenance of the object while they are in their care, custody and/or control of the Borrower;
 - b. to return the object in the condition in which it was first received by the Borrower, as stated in the condition report accomplished by the museum personnel before transit.
 - c. to immediately advise the Lender in the event of damage, loss or theft;
 - d. that should damage, loss or theft occur during transit, or if the Borrower cannot determine whether such damage, loss, or theft occurred during transit, then the Borrower shall immediately notify the Lender; all packing materials shall be saved until the parties, Borrower and the Lender have had an opportunity to inspect them; and
 - e. not to clean, alter or repair objects without any prior written consent of the Lender
 - f. to shoulder the cost of restoration work commissioned by the Lender to repair any damage incurred while the object is in the care, custody and control of the Borrower.
8. The return of the object follows the same procedure and standards under this agreement.

[IV] Dispute Settlement

This agreement shall be governed by the laws of the Republic of the Philippines in every possible respect, and any dispute between the Borrower and the Lender regarding the interpretation or the implementation of the Agreement shall be settled amicably by negotiations, failing which the parties shall submit themselves to the exclusive jurisdiction of the Republic of the Philippines for adjudication.

The Parties agree to the foregoing terms and conditions.

BORROWER

By:

[NAME OF BORROWER]

Date

LENDER:

By:

Ma. Victoria T. Herrera

Director and Chief Curator

Date:

Name and Signature of Parent/Legal Guardian

In case the Borrower is below 18 years old

Date:

DETAILS

	LENDER	BORROWER
Address	ATENEO ART GALLERY Arts Wing, Areté Ateneo de Manila University Katipunan Avenue, Loyola Heights Quezon City, Manila, Philippines 1108	[NAME] [COMPLETE ADDRESS]
Contact Number	02-4266488 or 02-4266001 local 5392	
Email address	aag@ateneo.edu mherrera@ateneo.edu	
Representative's Name	Ma. Victoria T Herrera Director and Chief Curator	