



# LAWRENCE PUBLIC LIBRARY: Art Donation Agreement

707 Vermont Street, Lawrence, KS 66044 785-843-3833 lawrencepubliclibrary.org

## Art Donation Agreement

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

This art loan agreement is entered into between \_\_\_\_\_ (the artist) and Lawrence Public Library in Lawrence, Kansas on \_\_\_\_\_ (day) of \_\_\_\_\_ (month), 20\_\_\_\_ (year).

The artist wishes to loan on a long-term basis his/her artwork titled \_\_\_\_\_ (title of art) to the library, and Lawrence Public Library wishes to display the art for a selected period of time.

In consideration of the stated promises, this agreement serves as a legal document where both parties have mutually agreed to the following:

1. The artist(s) warrants and represents to Lawrence Public Library that the artist is the sole and legal copyright holder and sole and legal owner of the artwork.
2. The person executing this agreement on behalf of each party hereby warrants and represents that he or she has the full competency, power and authority to bind such entity in accordance with the terms of this agreement, and that no further action is required to make this agreement valid and binding.
3. The artist agrees to provide insurance for the artwork, completely independent of the library. The artist agrees that Lawrence Public Library is not liable for any damage sustained to the artwork while on library property and/or in the possession of the library.
4. Lawrence Public Library agrees to take reasonable precautions to protect the artwork while in custody of the library. The library agrees to notify the artist immediately of any damage that occurs. If the art is in immediate danger of being damaged by flooding, water, or fire, the library may move the art to a safe location.
5. Lawrence Public Library agrees not to modify or change the art in any way, shape, or manner. The library will not lend, loan, sell, or use as collateral the art.
6. If ownership of the art changes for any reason during the period of this loan, the artist or his/her designee or legal representative is required to notify the library of the change of ownership, in



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- writing, within 30 days of the change of ownership; this notification will provide the name and contact information of the new owner. In the same way, if the artist/owner of the piece changes contact information, they must notify the library in writing within 30 days of a change of address and/or phone number. Lawrence Public Library assumes no responsibility to search for the artist or other owner who cannot be reached at the address/contact information on record.
7. If ownership changes due to family inheritance (owner and/or artist dies and artwork is passed down) and the new owner wishes to reclaim the artwork before the termination of this agreement, the new owner must give at least 30 days written notice to the library.
  8. Lawrence Public Library may photograph or reproduce the art in two-dimensional medium for educational, catalog, and publicity purposes, including but not limited to Lawrence Public Library website. Since the artwork is located in a public space, its incidental appearance or use in photographs, videos or films of the library space does not require notification to the artist.
  9. Lawrence Public Library agrees to display the artwork for a limited time. The artist and library have mutually agreed to a time period of \_\_\_\_\_ years. After \_\_\_\_\_ years, the library will contact the artist to decide upon one of the following options: a) the library will continue to display the artwork for an extended designated period of time; b) the library will return the artwork to the artist; or c) the artist agrees to give the artwork as an unrestricted donation to the library (whereby the library could display, store, or auction off the artwork at the library's discretion). If the library cannot reach the artist/owner of the artwork within 6 months of the designated period of time using the contact information provided by the artist when this agreement was signed, the artist agrees the artwork will then be permanently donated to the library. At that point, Lawrence Public Library has full ownership of the piece, and can make sole decisions regarding whether to display, store, auction off, or donate the piece to another organization/individual.
  10. Placement preference by the artist/owner will be taken into consideration when displaying the piece, but Lawrence Public Library's art donation committee reserves the sole right to determine where the piece will be located.
  11. The physical transferring of the artwork both at drop off and when returning the piece to the owner is the sole responsibility of the owner of the artwork. The library is not responsible for picking up the artwork, returning the artwork, any damages sustained in transport, nor any financial obligations to insure the artwork arrives at the library and its return destination safely.



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## Library Consent

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Executive Director

Lawrence Public Library

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Art Donation Committee Representative

## Date

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## Artist/Owner of Artwork Consent

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### Artist Contact Information

Address:

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Phone Number:

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