



Museum
of
Contemporary
Art

220 east chicago avenue • chicago, illinois • 60611.2604 • Phone (312)280-2660
• Fax (312)397-4078

LOAN AGREEMENT

Date: **October 18, 2007**

Loan Period: **October 18, 2007 – March 21, 2008**

Please complete, sign, date, and return all copies to the Museum. A countersigned copy will be returned for your records.

Purpose of loan: **For the exhibition: Mapping the Self at the MCA, November 3, 2007 – March 2, 2008**

Lender

NAME: **SIMONETTA MORO**

Address: **ARTS IN CONTEXT VISUAL ART EUGENE LANG COLLEGE 65 WEST 11TH STREET NY, NY 1001**

Telephone: Business: Home: Fax:

Credit Line (Exact form of Lender's name for labels, publicity, and/or catalogue):

Courtesy of the artist

Object

Artist: **SIMONETTA MORO**

Title, Date: **Peripatetic Box, 2004 (First Concept), 2007**

Medium/ Support: **2007 PAPER, CARDBOARD, AND MIXED MEDIA**

Dimensions (H x W x D): **WHEN CLOSED: 1.5 x 19 x 9" / WHEN OPEN: ~10 x 25 x 13" (APPROX. - SHOULD BE DISPLAYED OPEN)**

Is the work framed? Yes No **BOX COMES WITH TWO MAPS THAT MAY BE USED FOR DISPLAY**

Installation

May we change hanging devices and/or add security hardware to frame? **NEEDS DISPLAY CASE (VITRINE)** Yes No

If necessary, may we re-frame or re-mat your work?

Yes No **→ APPLICABLE TO MAPS ONLY**

The work will be returned in the original frame or mat unless other arrangements are made in writing with the Museum.

May we substitute Plexiglas(except on pastels, graphite, or other fugitive media)?

Yes No

If the artist is involved with the installation process, may he/she fix, modify, touch up, etc. this loan?

Yes No

Insurance

Value in US \$ **2000,-**

To be carried by the Museum To be carried by the Lender Insurance waived

Shipping

Pick up and return address: As above As below

Address: **65 WEST 11th ST. - ROOM 350, c/o EUGENE LANG COLLEGE / THE NEWSCHOOL**

Telephone: Business Home: **917-476-8186** Fax: **1-212-229-5355** NEW YORK - NY 10011

Unless permission is refused in writing, it is understood that the signing of this loan agreement indicates that the Museum is authorized to photograph and/or reproduce in any media the above object for catalogue, web site, educational, publicity, marketing, and commercial purposes.

I have read and agree to the conditions on both sides of this Agreement and certify that I have full authority to enter into this Agreement.

Lender signed:

Name:

Smoro

Date:

10/19/2007

MCA approved signed:

Name: Jennifer Draffen

Date:

Director of Collections and Exhibitions Services

Please return all copies for countersignature.

Terms and Conditions Governing Loans

Care, Preservation, and Exhibition

The Museum of Contemporary Art (Museum) will exercise the same care in respect to loans as it does in the safekeeping of its own collection.

The Museum assumes the right, unless specifically denied by the Lender, to examine and document the work by all modern scientific methods. It is understood that the Museum will not clean, restore, conserve, or otherwise alter the work without consent of the Lender unless the immediate safety of the work is involved. In this case all efforts will be made to reach the Lender to obtain verbal consent. It is also understood that objects, which in the opinion of the Museum are endangered because of infestation, may be fumigated at the discretion of the Museum. Any emergency alterations will be thoroughly recorded and immediately forwarded to the Lender.

Insurance

Unless the Lender expressly elects to maintain its own insurance, the Museum will insure this loan under its Fine Arts Policy while on site at the MCA. The policy covers the work against all risks of physical loss or damage from any external cause on location during the loan period for the amount indicated on the face of this loan agreement. Lender shall insure work while in transit to and from MCA and waive liability against MCA for loss or damage to work while in transit. If the Lender states no valuation, the Museum will insure at its own estimated valuation which shall be used only for the purpose of insurance and is not to be considered to be an appraisal of the work. If the work shall have been industrially fabricated and can be replaced to the artist's specifications, the amount of such insurance shall be limited to the cost of such replacement. A certificate of insurance will be provided only upon request. If the valuation changes, it is the responsibility of the Lender to notify the Museum. The amount payable by insurance secured in accordance with this loan agreement is agreed to be the sole and exclusive remedy available to the Lender from the Museum in the event of loss or damage to the loan. Lender has been apprised that the work will be shown in an unguarded gallery and specifically waives MCA liability for incidental damage that may be caused by visitor interaction with the work.

The Fine Arts Policy referred to herein contains the usual and customary exclusions, including, but not limited to, loss or damage resulting from gradual and natural deterioration, wear and tear, moths, insects, vermin, inherent vice, restoration or retouching, war, hostilities, insurrection, confiscation by any government or public authority, risks of contraband or illegal transportation or trade, or radioactive contamination.

If the Lender elects to maintain his/her own insurance, the Museum must be supplied with a certificate of insurance naming the Museum of Contemporary Art as additionally insured. Or Lender may waive subrogation against the Museum from any liability in connection with the loaned property. If the Lender fails to supply the Museum with such a certificate, this loan agreement shall constitute a release of the Museum and of each of the participating museums (if applicable) from any liability in connection with the loan and shall constitute a waiver of insurance with the Lender (see "insurance waived" on front). The Museum shall not be responsible for any error or deficiency in information furnished by the Lender to the Lender's insurers or for lapses in coverage.

Condition, Packing, and Transportation

Lender shall be responsible for shipping work(s) to and from MCA. The Lender certifies that the objects lent are in such condition as to withstand ordinary strains of packing, transportation, and handling. A written report of the condition of objects lent prior to shipment should be sent by the Lender to the Museum Registrar. Otherwise, it will be assumed that objects are received in the same condition when leaving the Lender's possession. Condition records will be made at the Museum on arrival and departure.

Media Arts

The Lender agrees to provide the Museum with the highest quality submaster available. Desirable video formats include laser disc, component, and 3/4 inch composite formats. The Museum agrees to use this copy solely for the purpose of exhibition or creating exhibition-only copies when deemed necessary by the Museum. At the conclusion of the loan period, the Museum will destroy all exhibition copies and return to the Lender his/her original submaster.

Loan Return

Unless the Museum is notified in writing to the contrary, loans will be returned only to the Lender at the address stated on the face of this loan agreement. If the legal ownership of the work should change during the loan period, whether by reason of death, sale, insolvency, gift, or otherwise, the new owner will, prior to its return, be required to establish its legal right to receive or redirect the delivery of the work by proof satisfactory to the Museum. If the address of the new owner should be of greater distance than the locality from which the loan was borrowed, the new owner will be required to pay any difference in the charges for the delivery of this work.

The Lender agrees that he/she will not withdraw the loan during the period of this loan agreement and confirms the Museum's right to return the work after the close of the exhibition for which this loan agreement gives authority. When the loan is returned, the Museum will send the Lender of record a receipt of delivery. Subject to the limitations contained in this loan agreement, the Museum shall not be responsible for any damage or loss to the loan unless this receipt of delivery is returned to the Museum within thirty (30) days of the end of the loan period and the Lender has notified the Museum within sixty (60) days of the alleged damage.

If the Museum, after making all reasonable efforts and through no fault of its own, shall be unable to return the work following the termination of the loan period, then the Museum shall have the absolute right to place the work in storage, to charge regular storage fees and the cost of insurance, and to have and enforce a lien for such fees and costs for the maximum period provided by Illinois law. If, after two years, the work shall not have been reclaimed, then, and in consideration for its maintenance and safeguarding during such period, the work shall be deemed an unrestricted gift to the Museum and the Lender hereby authorizes the Museum to so proceed in accordance therewith.

This loan agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with, the laws of the State of Illinois, without regard to otherwise applicable choice of law rules. Lender hereby submits to the jurisdiction of the state and federal courts located in Cook County, Illinois, and said courts shall have the exclusive jurisdiction to adjudicate the rights and obligations of the parties hereto arising out of or relating in any manner to this loan agreement. This loan agreement may not be amended or modified except by a writing signed by the party intended to be bound by such amendment or modification.

If faxing this document, please initial and date here:

Initial:

Date:

S.M.
10/19/2007