

## **TERMS AND CONDITIONS**

### **Overview**

The MIT List Visual Arts Center (List Center) is the custodian of the Institute's Permanent Collections of the Campus Lending Collection, Student Lending Collection, and Public Art Collection, and presents an active program of changing exhibitions in its E15 galleries.

Although we are not a service department, we do make artwork from the Campus Lending Collection available to Administration, Faculty, and Staff offices. As we currently do not have permanent collection galleries, the MIT campus itself serves as our Museum.

### **Selection and Installation of Artwork**

During your visit, if you find artwork(s) you would like to borrow, the Registrar will place it on hold for you and the List Center's Preparator will subsequently contact you to arrange a time to install the artwork after the List Center has received this signed loan contract. Holds on artwork(s) are limited to 3 months and will be released unless discussed with the Registrar.

### **Loan Dates**

Art loans are on loan for a five-year term (5). At the end of the five-year term, the art loan may be renewed for another 5-year term, after the work's condition has been reviewed by the Registrar. During the loan dates the Borrower is responsible for maintaining accurate contact information of the Borrower to the List Center (see Leaving MIT/Extended Leave section for further details).

### **Safety of Artwork**

When borrowing an artwork, the Borrower and the Borrower's department assume responsibility for its security and safe keeping. The List Center requires that loan locations be located in an office on campus that is locked when not occupied and attended when open. We cannot hang artwork near heating or air conditioning units, in cubicles, or in direct sunlight. Paintings and unglazed (no-plexi) artworks cannot be hung in corridors or within reach of curious hands. Security hardware may be used on small, portable objects. The Preparator will determine if the site conditions are acceptable. The Borrower will take reasonable steps to ensure the safety of the loans while installed in their office, including, but not limited to: securing office; not leaning objects against or draping objects over artworks; not applying tape to the artwork or frame; keeping food and beverages away from artworks; taking care when moving furniture; coordinating List's Registrar and Preparator to deinstall artworks before office painting or renovation work or if there are emergency situations that put the artwork at risk (ie. pipe burst or water leak). Failure to take the proper steps to ensure the safety of the artwork could result in cancellation of the loan.

### **Changes to Condition**

It is the responsibility of the Borrower to properly maintain the artwork. If there is any change to the artwork's condition, such as physical stress from sunlight or moisture, the Borrower must notify the Registrar immediately.

### **Cleaning Protocol**

Dust artworks with a dry cloth only. Do not clean with spray or water, which could damage the glazing (plexi). If you think that the work needs attention, please contact the Registrar to schedule a consultation.

### **Fees and Expenses**

A \$100 per-object annual non-refundable loan fee will be charged to the departmental cost object number you provide on the campus art loan agreement form. Please contact the Registrar if you need a receipt for your records. At the discretion of the MIT List, fees may be waived for artwork placed in sufficiently public spaces. MIT List reserves the right to increase the annual per-object fee to accommodate for increases in operational costs related to care management of the collections.

In the event that a Borrower requests an artwork that is too large or if there is a large number of works to be moved and/or installed by the Preparator alone, an outside fine arts shipping company selected by the List Center may be required. The Borrower would be responsible for the costs of moving and installation/deinstallation. Estimates are provided before proceeding with any project.

Some artwork in the Permanent Collection is unframed and is also available for loan if the Borrower's department is willing to pay for the framing costs. The List Center uses outside vendors and only archival materials in all framing. Framing estimates are provided before proceeding with any project.

A limited selection of small-scale sculptures is also available for loan. In addition to the standard loan fee, the Borrower may also be required to absorb the cost of any security hardware, pedestals or vitrines required by the List Center for safe display.

It is important to understand, that the department does not own the artwork. Loaned objects must be held and returned in the same condition in which they are received. The Borrower agrees to cover the cost of repairs should the work be damaged due to Borrower's negligence. Any change in condition must be reported to the Registrar immediately.

### **Insurance**

Unless otherwise covered by MIT's fine arts insurance, the Borrower is responsible for conservation, devaluation, or replacement value if artwork is lost or damaged by theft, fire, negligence, or other casualty while in the custody of the Borrower. Should any incidence of damage or loss occur to the artwork, the Borrower will be held wholly responsible for all costs incurred in the attempted recovery or repair of the property. MIT's fine arts coverage shall reduce Borrower's financial responsibility only to the extent of sums actually received by List Center from MIT's insurance carrier. Depending upon the cause of the damage or loss, the Borrower may be responsible for the deductible incurred for each instance of damage or loss.

### **Inventory**

Periodically, the List Center will request access to inventory loaned artworks to verify the location, terms of agreement are being followed, and record condition notes.

### **Returns and Exchanges**

No artwork may be removed from its room or wall location by anyone other than a List Center staff member. All requests for moving and/or removal of artwork should be made two weeks in advance to allow the List Center sufficient time to schedule. Artwork may be exchanged for new artwork. Please schedule an appointment with the Registrar using the online scheduler on the List's website.

### **Leaving MIT/Extended Leave**

If the Borrower changes offices, transfers to a different department, or leaves the Institute, they must notify the List Center's Registrar. If they do not notify the List Center, their successor and department will, by default, accept responsibility for the care and safety of the artwork. If Borrower will be on sabbatical or extended medical leave, the borrower is responsible for appointing a colleague to periodically check on the artwork for changes in condition in the Borrower's absence. If Borrower is unable to care for the artwork, the List Center requests that the Borrower schedule to return the artwork.

### **Recall of Loan**

Art loans may be recalled at any time by the List Center for purposes of conservation, research, exhibition, or as otherwise deemed necessary.

**ACCEPTANCE OF TERMS AND CONDITIONS**

By accepting the physical delivery of Campus Loan artworks and signing below, the Borrower acknowledges that they have read and agreed to the terms and conditions and accepts full responsibility for the artwork installed in their office, lobby, and/or hallway, as stated within those terms.

Failure to comply with any of these terms may result in the removal of the artwork from your custody.

If special conditions of loan apply please refer to the addendum following the object checklist.

**Cost Object:** \_\_\_\_\_

**Borrower:** \_\_\_\_\_  
Print Name

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Borrower

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
MIT List Visual Arts Center

**Please provide a cost object # and print and sign your name in the spaces provided. A countersigned copy will be provided to you for your records.**