

**LOUDOUN COUNTY PUBLIC SCHOOLS
ARTIFACT AND ARTWORK LENDING AGREEMENT**

ARTIFACT/ARTWORK ON LOAN		
The following artwork, artifact, photography, or other works of art (“Work”) has been received which will be added to the collection of Loudoun County Public Schools (“LCPS”) for display at Banneker Elementary School located at 35231 Snake Hill Road, Middleburg, VA 20117 Work has been provided to LCPS solely for Banneker Elementary School by the Lender and has been received by LCPS for this exclusive purpose.		
DESCRIPTION OF WORK		
Artist:		
Title of Work:		
Medium:		
Dimensions:		
Photograph Attached?		
Value:		
TERMS OF LOAN AGREEMENT		
Dates of Loan:	From:	To:
Lender’s Name:		
Address:		
Phone:		
Email:		
Lender agrees to loan the aforementioned work in accordance with the terms and conditions attached hereto as Exhibit A.		
Lender’s Signature:		
FOR LOUDOUN COUNTY PUBLIC SCHOOLS		
Received On:		
Name:		
Department:		
Phone/Email:		
RETURN OF WORK TO LENDER		
Work Returned On:		
Date:		
By:		
Work Received by Lender:		
Lender’s Signature:		Date:

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EXHIBIT A**

A. Use and Display of Work. LCPS will exhibit the Work at LCPS facilities for educational purposes and the benefit of the public, for the term of the loan as set forth in the Artifact and Artwork Lending Agreement (“Agreement”). LCPS reserves the right to approve all Work prior to display, and such approval may be revoked by LCPS at any time, by its sole discretion. Unless otherwise agreed by LCPS and Lender, LCPS will not allow sales of the Work nor state a price for the Work while on display at an LCPS facility.

B. Ownership of Work. Lender warrants that it has full and clear title to the Work identified in this Agreement or has obtained written permission for LCPS’ use of the Work from the copyright holder. Except for the rights of LCPS to use and display the Work for the term of the loan, Lender shall maintain all right, title, and ownership to the Work. Lender assumes full and complete responsibility for any infringement of copyright that may occur from displaying the Work. The Lender agrees to indemnify the Loudoun County School Board, and its officers and employees, for any and all losses, costs, and legal fees that accrue to Loudoun County School Board and LCPS from the failure of the Lender to obtain appropriate permissions.

C. Credits and Reproduction. LCPS will credit the Lender as the source of the Work. Unless otherwise agreed to in writing, no reproductions, photography, and/or filming of the Work are permitted except photographs taken by (1) LCPS for educational purposes, (2) the visiting public for personal use, and (3) photographs taken to document the Work’s condition.

D. Costs. As a condition of receiving the Work, LCPS is responsible for the costs of the exhibiting and safeguarding the Work, which may include exhibit preparation, framing, bracketing, mounting, handling, and any other loan-related costs identified by LCPS. Lender is responsible for the transportation of the Work to and from the LCPS facility.

E. Liability and Insurance. LCPS will take meaningful steps to protect the Work from damage while on LCPS property. Notwithstanding the foregoing, Lender shall ensure the Work is fully insured prior to lending the Work to LCPS. Any Work lent to LCPS for exhibit will not be insured by LCPS. Nothing herein shall be deemed a waiver of LCPS’ sovereign immunity.

F. Return/Extension/Cancellation. Unless notified in writing and directed otherwise, Work lent to LCPS will be returned only to the Lender, or their authorized agent or representative, in the condition in which it was received. If legal ownership or authority to act on behalf of the legal owner of the Work should change, whether by reason of death, insolvency, gift, or otherwise, prior to the return of the Work, the new owner or agent may be required to establish a legal right to receive the Work by providing satisfactory proof to LCPS. Any extension of the loan period must be approved in writing by the parties. No changes to the originally intended utilization of the Work shall occur without execution of a new Agreement. The Agreement may be terminated, and the Work returned, for any reason or no reason, upon 30 calendar days’ prior written notice to the other party.

G. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto concerning the loan of the Work. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their successors and assigns. No modification, amendment, addition to or termination of this Agreement, nor any waiver of any of its provisions shall be valid or enforceable unless in writing and signed by both parties.

H. Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of laws principles. Any dispute hereunder which is not otherwise resolved by the parties hereto shall be decided by the Circuit Court of Loudoun County, Virginia, or the United States District Court for the Eastern District of Virginia—Alexandria Division.