



United States Department of State

Art in Embassies Program

Washington, DC 20522-0611

November 12, 2003

Stuart Gentling
4801 Harley Street
Fort Worth, Texas 76107

Dear Stuart:

On behalf of the Art in Embassies Program (ART) of the United States Department of State and Ambassador Pamela Willeford, the new U.S. Ambassador to Switzerland, we thank you for generously agreeing to lend *State of the Union* to ART for exhibition in the U.S. Embassy residence in Bern.

Attached is an ART Loan Agreement for your required signature. Please keep one copy for your records and return one copy of the signed pages **by fax**. Any necessary changes can be made directly on the agreement (please initial changes). ART Registrar, Rebecca Clark, will contact you regarding shipping arrangements. Feel free to contact me at 703.875.4194, or Assistant Curator, Camille Benton, at 703.875.4184 with any concerns.

Please provide the following (if checked) to be used in preparation for the ART Website, embassy tours, exhibition publication and/or other educational purposes:

- ☒ Transparency, slide or digital image of artwork (reproduction quality)
- ☒ Artist's statement (25 to 100 words)
- ☒ Artist's birth year (for inclusion in exhibition publication)
- ☒ Fax and email address for our use, and/or Web address to be included on ART website

We thank you for your generosity.

Sincerely,

Virginia Shore / CB

Virginia Shore, Senior Curator

Please return by fax to:

Camille Benton

Art in Embassies Program

tel: 703.875.4184

fax: 703.875.4182



Art in Embassies Program, U.S. Department of State
OBO/OM/ART, Box 611
Washington, DC 20522-0611
Tel: 703-875-4202
Fax: 703-875-4182

Loan Agreement and Registration Form

For exhibition in U.S. Embassy Bern '03 - Amb. Willeford

Lender:

Stuart Gentling
4801 Harlev Street
Fort Worth, TX 76107
tel 817.738.4427

Contact:

Stuart Gentling / 817.738.4427

Website and / or e-mail address:

☐ Check if private, not for public distribution.

For the purpose of the U.S. Ambassador's exhibition indicated above, in accordance with the attached Loan Conditions, the Art in Embassies Program will borrow artwork(s) listed on the attached Loan Schedule.

LOAN PERIOD: (Initial one)

_____ **LIMITED:** The loan period shall be from the time the artwork(s) enter the custody of the Art in Embassies Program or its agents until return to the Lender or the Lender's agents or assigns at the Lender's request. The loan period shall be for the tenure of the Ambassador to the embassy listed above, understood by both parties to this agreement to be approximately three years or for the purposes of this loan agreement, not to exceed four years from the date of the Lender's signature without written renewal. (See: RETURN / EXTENSION OR RENEWAL / CANCELLATION, p. 2)

_____ **SPECIFIC:** The loan period shall be from the time the artwork(s) enter the custody of the Art in Embassies Program or its agents until return to the Lender or the Lender's agents or assigns at the Lender's request on or before: (specify date) _____.

_____ **OTHER:** Detailed specification of the loan period and/or renewal terms are attached to and part of this agreement.

AUTHORIZATION:

Approved for the Art in Embassies Program:

Anne Johnson / CB 11/12/03
Anne Johnson, Director Date

I have read and agree to the attached Loan Conditions and certify that I have full authority to enter into this agreement:

Lender Signature

Date

(Please check and initial the Loan Schedule, p. 3)

Art in Embassies Program - Loan Conditions

COSTS: The Lender will require no payment or fee regarding loan processing, preparation, or release of the lent artwork(s) unless indicated on the attached Loan Schedule, showing fee amount and purpose. All costs of packing, transportation, insurance and other loan-related costs shall be borne by the Art in Embassies Program.

HANDLING, WRAPPING, PACKING AND CRATING: The Lender affirms that lent artwork(s) are in condition to withstand ordinary strains of packing, handling and transportation. Artwork(s) will be wrapped, packed and crated for shipment to and from the embassy venue by agents of the Art in Embassies Program. All handling including packing, unpacking, installation and repacking will be done by competent personnel under responsible supervision. (See CARE, PRESERVATION AND EXHIBITION below.)

INSURANCE: The Art in Embassies Program will insure lent artwork(s) in transit and on exhibition for the insurance value(s) declared on the Loan Schedule under an all risk policy, including War Risk Coverage, subject to the following standard exclusions: Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled and whether such loss be direct or indirect, proximate or remote [except direct loss by fire resulting therefrom]; loss or damage which is covered or could have been covered by a policy from the United Kingdom Terrorism Coverage Pool; loss by wear and tear, gradual deterioration, insects, vermin, inherent vice, or any repairing, restoration or retouching processes. Lenders who require documentation of coverage should request a Certificate of Insurance by indicating so on the Loan Schedule. In the event of loss or damage, the amount payable by insurance secured in accordance with this loan agreement is the sole recovery available to the Lender from the Art in Embassies Program.

CARE, PRESERVATION AND EXHIBITION: Lent artwork(s) will be given proper care at all times to protect against loss, accidental or circumstantial damage, or inordinate deterioration. The Art in Embassies Program agrees to meet special requirements for handling, wrapping, packing, crating, transportation and exhibition, if any, as specified on the Loan Schedule. Agents of the Art in Embassies Program will make condition notes upon receipt at the shipping destination, at such times as the lender may require and before return shipment of the artwork(s). If damage or loss is discovered, the Art in Embassies Program will contact the Lender immediately, followed by a descriptive written report, with photographs, if requested. (See: RETURN / EXTENSION OR RENEWAL / CANCELLATION, below) Lent artwork(s) will be kept in building areas equipped to protect them from theft, extremes of humidity, temperature and light, insects, vermin, grime or debris, or other environmental hazards. Lent artwork(s) will not be fumigated, reframed, remounted, repaired or altered in any way without the Lender's written permission.

REPRODUCTION AND CREDIT: The Lender grants permission to the Art in Embassies Program to reproduce photographs of the exhibition and the lent artwork(s) for an exhibition catalog and educational or publicity purposes in both print and electronic media. It is the Lender's responsibility to submit reproduction quality color transparencies with color control patches in order to assure the best possible color fidelity and quality of reproduction. However, standard 35mm slides may also be submitted with the Lender's understanding that the image reproduced in the catalog will be matched to the slide. It is therefore very important that the colors in the slide accurately represent those in the actual work of art. While not encouraged, in the event that a transparency or slide is not available, a digital image of 600 dpi or greater may be submitted. However, in rare instances, it may be necessary to list a work of art as "Not Illustrated" if Art in Embassies Program has not been provided with a suitable image. The Art in Embassies Program will identify the artwork(s) to the public as listed in the Loan Schedule, always including the Artist/Maker's Name, Artwork Title and Credit line. The Lender also grants permission to distribute the Lender's e-mail and/or web site address, if given, unless otherwise noted on this Agreement.

CHANGE OF ADDRESS OR OWNERSHIP: The Lender agrees to inform the Art in Embassies Program in writing of any change in ownership or in the name, address or other Lender identifying information as given on page one. The Art in Embassies Program will not be responsible for locating Lenders who can not be reached at the address of record. (See: RETURN / EXTENSION OR RENEWAL / CANCELLATION, below)

RETURN / EXTENSION OR RENEWAL / CANCELLATION: Lent artwork(s) will be returned to the Lender in satisfactory condition within the time indicated under LOAN PERIOD on page one. If the Art in Embassies Program desires extended exhibition, it will request extension or renewal of the loan period in advance. The Lender may refuse extension or renewal, or recall the artwork(s) from loan on short notice, if necessary, and also may cancel this loan for good cause at any time by informing the Art in Embassies Program in writing of such action. The Art in Embassies Program may also cancel and/or return the artwork(s) from loan for good cause at any time with advance notice. If, at the end of the loan period after making reasonable efforts and through no gross negligence of its own, the Art in Embassies Program is not able to contact the Lender, the Program will place the artwork(s) in storage, accruing regular storage insurance fees. If, after five years, the work shall not have been claimed by the Lender, his or her heirs or assigns then, and in consideration for its storage, insurance and safeguarding during such period, the artwork(s) shall be deemed an unrestricted gift to the U.S. Department of State Art in Embassies Program.