



**Town of Homer  
Town Hall Building**

31 North Main Street  
Homer, New York 13077  
Phone: (607) 749-4581 • Fax: (607) 749-3364  
Email: clerk@townofhomer.org

**Town of Homer Historic Collection/Art Loan Agreement**

This Loan Agreement ("Agreement") is entered into on \_\_\_\_\_ [Date] \_\_\_\_\_, by and between: The Town of Homer, a Municipal Corporation located at 31 North Main Street, Homer, New York ("Lender"), and \_\_\_\_\_ [Name of Borrower] \_\_\_\_\_, located at \_\_\_\_\_ [Address] \_\_\_\_\_ ("Borrower").

**Whereas**, Lender owns certain artwork described as \_\_\_\_\_  
\_\_\_\_\_ (the "Artwork"); and

**Whereas**, Borrower desires to borrow the Artwork for the purposes of \_\_\_\_\_ [Purpose of Loan] \_\_\_\_\_;

**Now, therefore**, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

**1. Loan of Artwork:**

a. Lender agrees to loan the Artwork to Borrower for the duration of \_\_\_\_\_ [Start Date] \_\_\_\_\_ to \_\_\_\_\_ [End Date] \_\_\_\_\_ (the "Loan Period").

b. Borrower agrees to exhibit the Artwork at its premises located at \_\_\_\_\_ [Address of Borrower] \_\_\_\_\_ during the Loan Period and will return said Artwork by the termination date of the Loan Period..

**2. Care of Artwork:**

a. Borrower agrees to exercise reasonable care in handling, transporting, and displaying the Artwork during the Loan Period.

b. Borrower shall provide adequate security measures to protect the Artwork from theft, damage, or unauthorized access.

**3. Insurance:**

a. Borrower shall maintain insurance coverage on the Artwork during the Loan Period, with coverage for loss, theft, damage, and liability. The certificate of insurance shall be attached hereto upon execution of this loan agreement.

b. Lender shall be named as an additional insured and loss payee on Borrower's insurance policy for the duration of the Loan Period.

**4. Condition of Artwork:**

a. Borrower acknowledges that it has examined the Artwork and accepts it in its current condition.

b. Borrower agrees to return the Artwork to Lender at the end of the Loan Period in the same condition as when it was received.

**5. Reproduction Rights:**

a. Borrower agrees not to reproduce, photograph, or make any copies of the Artwork without the prior written consent of Lender.

**6. Indemnification:**

a. Borrower agrees to indemnify, defend, and hold harmless Lender from and against any claims, damages, liabilities, losses, costs, and expenses arising out of or related to Borrower's use of the Artwork during the Loan Period.

**7. Governing Law:**

a. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

**8. Forum Selection:**

a. Any and all disputes arising from this agreement shall be decided solely and exclusively by state or county courts located in Cortland County, New York.

**9. Entire Agreement:**

a. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

**10. Modification:**

a. No modification or amendment to this Agreement shall be effective unless in writing and signed by both parties.

**11. Execution:**

a. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**Town of Homer**

\_\_\_\_\_ **[name of borrow entity]** \_\_\_\_\_

By: \_\_\_\_\_  
Supervisor Michael Park

By: \_\_\_\_\_  
enter signatory name/title