MONTGOMERY
COUNTY COMMUNITY COLLEGE

Art Loan Intake Form

(Rev. 7/2026)

ORGANIZER AND LENDER ("Lender") INFORMATION	
Lender Name	
Organization/Address	
Phone	
Email	
Website	
DESCRIPTION OF WORK(S) OF ART ("Works")	
Title	
Medium	
Date	
Price	
Insurance Value (if different from price)	
BORROWER ("Borrower") INFORMATION	
Borrower Name/Entity	Montgomery County Community College (or "College")
Address	340 DeKalb Pike, Blue Bell, PA 19422
Phone	215-619-7349
Website	www.mc3.edu/culture
Gallery Location ("Gallery")	North Hall Gallery in Pottstown, PA
Exhibition Name ("Exhibition")	Pottstown Area Artists Guild 2026 Member's Show

INSTALLATION		
Please include any details about the installation or operation requirements of Lenders' Works.		
REPRODUCTION		
May the College/Borrower use an image of the Works in any marketing materials (e.g., posters, postcards, social media posts, etc.) for the Exhibition? Please circle one.		
Yes	No	Maybe—let's talk

SHIPPING	
Lenders will pack and ship works for delivery to Borrower's location on or about:	October 26, 2026, 2 pm to 6 pm
RETURN OF WORKS	
Lenders agree to pick up their Works from Borrower's location on:	November 23, 2026 2 pm to 6 pm
SUPPLEMENTAL EVENTS	

Will there be accompanying educational events, such as workshops, lectures, or performances associated with this exhibition? Please circle one:	Yes	No
Event description:		
Lecture fee/ honoraria:		

AGREEMENT

The Lenders and the College/Borrower have signed this Art Loan Intake Form with the intent to be legally bound on the terms set forth in the following pages (“Details and Specifications”) on the latter of the dates set forth below:

Lender

Name

Signature Date

Borrower

Patrick Rodgers, Galleries Manager Date

Jenna Meehan, Vice President of Institutional Effectiveness Date

Vicki Giammarco, Director of Grants & Procurement Svcs. Date

DETAILS AND SPECIFICATIONS

1. **Photography and Reproduction**: Borrower recognizes that Lenders own copyright to the Works and Borrower has no right to reproduce the Works without written consent from Lenders. Lenders nevertheless agrees that Borrower may photograph the Works and/or cause the Works to be photographed for non-commercial purposes, including archival, educational, promotional and/or publicity purposes of the College, after informing Lenders thereof in writing. Lenders will be recognized as the owners of the Works on all such materials. Borrower agrees to provide Lenders with details as to the context of each intended use, any deadlines pertaining thereto, relevant credit lines to be used, and proof material if available. Any other reproduction of the Works, by any person acting for and/or on behalf of Borrower, for any other purpose, must be approved in writing in advance by Lenders. Borrower agrees not to reproduce images of the Works for postcards, slides, posters, or other commercial purposes without the written permission of Lenders. Borrower agrees to pay all costs of any such reproduction of the Works produced for or on behalf of Borrower. Borrower agrees to provide Lenders with five (5) copies of any publication reproducing the Works. While Borrower will make reasonable efforts through signage to discourage unauthorized reproduction of the Works, Lenders recognize that the Works are displayed in a public space and that casual (digital and other) reproduction of the Works will for all intents and purposes be impossible to prevent.

2. **Insurance; Indemnity**: Borrower agrees to provide at its cost all risk onsite fine arts insurance coverage for the safekeeping and preservation of the Works while in the care, custody and control of Borrower and/or the College, such Works to be insured for the value stated on Page 1 of this Artwork Intake Form (the “Insurance Value”), being Lenders’ representation as to the “fair market value” of the Works. Borrower agrees that the insurance coverage it has obtained for the Insurance Value for the Works as indicated on page 1 is the stated value established by Lenders for the Works, and all claims by Lenders and/or Borrower, whether for full or partial damage to the Works, while in the care, custody and control of Borrower and/or the College, will be based on this value. Borrower agrees to provide Lenders with a Certificate of Insurance and/or a copy of the Certificate of Indemnity issued by the Federal Council on the Arts and the Humanities or a comparable policy evidencing such insurance coverage, including full insurance coverage for acts of terrorism upon Lenders’ request therefor. Lenders agree to use reasonable efforts to cooperate with Borrower, as may be necessary and/or required, to enable Borrower to submit and pursue a claim based upon insurance coverage. In the case of partial loss or damage to any of the Works, while in the care, custody and control of Borrower and/or the College, a conservator mutually acceptable to Lender and Borrower may be consulted to recommend and/or perform necessary repairs to the Works. Lender and Borrower shall agree upon the reasonable cost of repair to the damaged Works and the amount of any reduction in the fair market value of the damaged Works after such repair, or in the absence of agreement, these amounts will be determined by an appraiser mutually acceptable to both parties. Borrower shall pay all reasonable costs incurred in connection with any conservation and with the appraiser’s valuation obtained in the case of said partial loss or damage to any of the Works, and Borrower shall be responsible for handling and processing any insurance claim.

   If a Lender maintains their own policy(ies) of insurance, Lender’s insurance coverage shall be primary; and shall include a waiver of subrogation in favor of the College. In no event will the College be liable to Lenders for any loss of and/or damage to the Works in excess of the amount of any insurance recovery from the College’s Fine Arts Policy, for any loss of and/or damage to the Works due to causes excluded from coverage under the Fine Arts Policy, and/or for any incidental or consequential damages.

   It is agreed and understood that Borrower agrees to indemnify, defend and hold the Lenders free and harmless from any acts of vandalism or other acts that result in a catastrophic injury to any of the Works, and any other type of damage and injury that may result from such damage to the Works by another person or persons while in the care, custody and control of Borrower and/or the College, and from any and all demands, claims, suits, judgments, damages, losses or other liability, including all attorney or other professional fees and all other costs, fees and expenses, suffered or incurred by, or asserted or alleged against Lenders arising by reason of, or in connection with, Borrower's display of the Works being in the care, custody and control of Borrower and/or the College, and related to Borrower's display of the Works on the College's Campus.

3. **Shipping**: Lenders will pack and ship works for delivery to Borrower's location on or about the date noted on Page 1 of this Agreement. Lenders or Lenders' representative agrees to pick up the artwork no later than the date noted on Page 1 of this Agreement, unless the period of the Loan is extended by agreement, in writing, of both parties.

4. **Care, Preservation and Exhibition**: Borrower will give to the Works the same care it gives comparable property of its own, including taking appropriate precautions to protect the Work from fire, theft, and mishandling while on display in Borrower's custody. Borrower will not perform any conservation on the Works without the specific written consent of Lenders. Events involving food and drink (including an opening reception) may take place in the Gallery during the course of the Loan. Reasonable efforts will be made to confine food and drink to areas away from the Works, and to keep the Gallery clean. Lenders will be notified of such events in advance by Borrower.

5. **Return of Loan**: Unless otherwise agreed in writing, the period of the Loan terminates on the date specified on Page 1 of this Agreement. Lenders agree to pick up their Works on the date specified on Page 1 of this Agreement, unless other arrangements are agreed to in writing by both parties. The Work will be returned only to the Lender of record or to a location mutually agreed upon in writing by the Borrower and the Lender of record.

6. **Warranty of the Lender and the Borrower**: Lenders represent and warrant to the College that Lenders are the legal owners of the Works and have the legal right to convey the rights to the College contemplated by this Agreement. Borrower warrants that it has the authority to enter into this Agreement and that the person who has executed this Agreement below on behalf of Borrower has the authority to bind Borrower.

7. **Miscellaneous**: This Agreement represents the entire understanding of all the parties hereto with respect to the subject matter hereof, supersedes any and all other and prior agreements between the parties with regard thereto and declares all such prior agreements between the parties null and void. The terms of this Agreement may not be modified or amended, except in writing signed by both parties. This Agreement and all matters relating to it shall be governed by the laws of the Commonwealth of Pennsylvania. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, and their respective successors, heirs, executors and administrators. Any dispute arising hereunder shall be resolved in the Court of Common Pleas, Montgomery County or in the United States District Court for the Third District, and the parties hereto consent to the personal jurisdiction of those Courts. Any descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one document. The parties acknowledge that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

8. **Notices**: All notices, requests, demands, claims, and other communications hereunder shall be in writing and addressed to the intended recipient at the address set forth above using personal delivery, expedited

courier, messenger service, facsimile, email or certified mail return with receipt requested, but no such notice, request, demand, claim or other communication shall be deemed to have been duly given or delivered unless (i) if given by personal delivery or messenger service, upon actual delivery, (ii) if given by expedited courier (e.g., FedEx or UPS), upon actual or attempted delivery, (iii) if by facsimile or e-mail, upon actual delivery following confirmation of delivery, and (iv) if by certified mail, upon actual or attempted delivery. Any party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.

9. **Supplemental Events**: Lender agrees to participate in a supplemental educational event as described on Page 1 of this Agreement (if selected). Lender agrees to provide a list of equipment requirements no later than ten (10) business days in advance of event (e.g., tables, chairs, mic, projector, etc.). Lender will be paid as specified on Page 1 of this Agreement. Lender will provide a W9 and any other necessary payment forms as required by the College's financial processes.