



Instituto Cultural Cabañas

LOAN FOR USE AGREEMENT

This Loan for Use Agreement ("Agreement") is entered into by and between the Instituto Cultural Cabañas, henceforth referred to as the "Lender", represented by Olga Ramírez Campuzano, in her position as General Director and legal representative, and the **Museum of Contemporary Art Denver (MCAD)** represented by **Laura Huff** in his/her position as **Deputy Director** henceforth referred to as the "Borrower" or the "Museum", in accordance with the following declarations and clauses:

DECLARATIONS

I. The Lender states:

1. That it is a public decentralized organization of the Government of the State of Jalisco with legal status and its own patrimony, in accordance with article 1 of the Organic Law promulgated by the local executive on December 18, 1980, in execution of decree number 10351 of the Jalisco State Congress.
2. That the artworks described in Clause One of this Agreement are part of its collection and it may make use of them for the purposes of this Agreement.
3. That Olga Ramírez Campuzano is legally authorized to contract or bind in representation of the Instituto Cultural Cabañas, with an address at Calle Cabañas No. 8, Plaza Tapatía, Guadalajara, Jalisco, CP 44360 and with tax registration number ICC801113PV6, and according to the power conferred in Guadalajara, Jalisco, by Myriam Vachez Plagnol, in her position as President of the Board of Governors, and contained in the notary document number 89,569 dated March 2, 2015, before notary public number 4 of Zapopan, Jalisco, Javier Cuellar Vázquez, acting in the protocol of notary public number 24 of Guadalajara, Jalisco, Jaime Martínez Gallardo, by virtue of the Notary Association Agreement published on February 16, 2012, in the Official Daily of the State of Jalisco.

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II. The Museum states:

1. That it is the **Museum of Contemporary Art Denver**.
2. That it has requested from the Lender a temporary loan for use of the artworks described in Clause One of this agreement.
2. That **Laura Huff**, in his/her position as **Deputy Director of the Museum of Contemporary Art Denver** with an address at **1485 Delgany Street, Denver, Colorado 80202**, is legally entitled to enter into this Loan for Use Agreement, in accordance with the powers granted him by the **United States of America and State of Colorado** law.

III. Both parties state:

That, having read the prior declarations, they mutually recognize each other's accreditations and positions and agree to enter into this Loan for Use Agreement in accordance with the following:

CLAUSES

FIRST. The Lender loans the Museum the use of the artworks (the "Artworks"), whose characteristics and appraisals are described in Attachment 1, for the period from **August 20, 2017**, to **July 30, 2018**.

The Artworks are loaned to the Museum exclusively for the exhibition entitled ***Saber Acomodar: Art and Workshops of Jalisco, 1915 - Now***, to be held at **Museum of Contemporary Art Denver** from **September 13, 2017 to January 21, 2018** and at the **Arizona State University Art Museum, Tempe, Arizona** from **March 17 to June 30, 2018**.

The Museum agrees to monitor the correct handling, conservation, exhibition and dissemination of the Artworks.

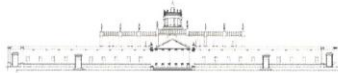
SECOND. The compliance of the obligation set forth in the prior clause is subject to the Museum's submitting the endorsed insurance policy mentioned in the Fifth Clause of this Loan for Use Agreement.



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THIRD. With respect to what is stipulated in the Second Clause, the Museum agrees to:

1. Carry out the customs arrangements and, where appropriate, arrangements with the Instituto Nacional de Bellas Artes y Literatura (INBAL) required to transport the Artworks and cover these expenses.
2. Take the necessary security measures to transport, warehouse and exhibit the Artworks in accordance with guidelines established by the Lender and international norms for the adequate protection of the Artworks for the complete duration of the loan.
3. Take appropriate measures to conserve the Artworks: temperature between 18 and 21 degrees Celsius, relative humidity between 45 and 55% and controlled lighting.
4. At least twenty-four hours in advance, provide the Lender with written proof of the person or persons authorized to receive the Artworks on its behalf.
5. Correctly pack and crate the Artworks in wooden boxes before transporting them to the exhibition or warehousing site as well as for their return so that they are not damaged. These expenses are to be covered by the Museum.
6. Receive the Artworks covered by this Agreement in the venues and on the dates and hours indicated by the Lender.
7. Transport the Artworks from the address where they are currently located to the exhibition or warehousing sites as well as return them to their place of origin. These expenses are to be covered by the Museum.
8. Should it be required, conduct the restoration of the Artworks and cover the expenses incurred for this. The aforementioned restoration will be in favor of the Lender.
9. Conserve the Artworks in the state in which they are received, with maximum diligence and according to the corresponding condition report.
10. Use the Artworks exclusively for public exhibition in the venues and during the periods mentioned in the First Clause of this Agreement.
11. In case the Lender requires supervision by a commissioner, the Museum agrees to cover expenses for the following: economy class airline ticket, accommodations and meals related to the delivery of the Artworks as well



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as their return. The Museum will also bear the expenses incurred in mounting the exhibition and others.

12. Directly notify the Lender in case the Artworks are requested by domestic or foreign institutions for exhibition, study, dissemination and reproduction and request the necessary authorization.
13. Act as intermediary in case the Artworks are requested by domestic or foreign institutions, ensuring optimal conditions for their transport and return, warehousing and dissemination, with prior written approval by the Lender.
14. Immediately notify the Lender in writing of any visible change in the condition of the Artworks that might affect them throughout the duration of this Agreement.
15. Prohibit, without the prior written consent of the Lender, the reproduction of the Artworks in any way, including photography or film.
16. Provide the Lender with a percentage (10 issues) of the exhibition catalogs.
17. The Museum may use the Artworks for the exhibition and publication of the exhibition mentioned in the First Clause without having to pay royalties.
18. Will return the Artworks individually to the Lender at the address and time previously agreed and which may not be later than the period established in the Fourth Clause of this Agreement.
19. May not assign, partially or totally, any rights derived from this Agreement to a third party.
20. Grant the corresponding credits specified by the Lender in Attachment 1.

FOURTH. The term of this Agreement shall be from **August 20, 2017** to **July 30, 2018**.

FIFTH. The Museum agrees to take out a commercial insurance policy covering removal of the Artworks from original site to their return against total and/or partial damage or loss of the Artworks for the equivalent of the total appraisal provided in this Agreement.

The aforementioned insurance policy should contain at least the following terms and conditions:



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1. The policy will take effect from the moment the Artworks are first moved physically for packing and will conclude once their return has been verified.
2. The Lender should be designated as the beneficiary of the insurance policy and the direct receiver by the insurance company in the event of a casualty and the payment of the indemnity.
3. With respect to what is stipulated in the previous paragraph, the Museum assumes the following obligations:
 - a) Include in the terms and conditions of the commercial insurance policy that the Artworks are the property of the Instituto Cultural Cabañas and that the insurance company accepts the appraisal mentioned in the First Clause to determine the value of the total and/or partial damages and losses of the Artworks and the indemnity should be paid by the insurance company to the Lender.

SIXTH. The Museum will allow personnel authorized by the Lender to verify the adequate conservation and monitoring of the Artworks.

SEVENTH. The delivery-reception of the Artworks to the Museum as well as their return to the Lender will be recorded in the documents describing their state of conservation and signed by each of the parties.

EIGHTH. Both parties may terminate this Agreement at any time by giving a sixty calendar-day prior written notice of the date required.

NINTH. For the interpretation and compliance of this Agreement, the parties agree to the jurisdiction of the Federal Courts in Guadalajara, and expressly waive any rights due to addresses, present or future, or for any other cause that might arise.

The parties agree that the Spanish language will take precedence in the interpretation and compliance of this Agreement.

In witness whereof, the parties, having read the Agreement and aware of its contents and legal scope, sign and ratify it in Guadalajara, Jalisco, on **August 20, 2017**.

The Museum

Laura Huff
Deputy Director Museum of
Contemporary Art Denver

The Lender

Olga Ramírez Campuzano
General Director
Instituto Cultural Cabañas