

LOAN of ARTWORK AGREEMENT:

between

The Church of St. John in the Wilderness (Owner/Lender) P.O. Box 180, Copake Falls, New York 12517

and

Roeliff Jansen Historical Society (Borrower) P.O. Box 172, Copake Falls, New York 12517

and

The Town of Copake (Subborrower) 230 Mt. View Road Copake, New York 12516

for the

Subloan of one original framed Oil on Canvas, "The Iron Works at Copake Falls", John Bunyan Bristol, circa 1850s (the "Artwork") for display in the the main court/community meeting Room of Copake Town Hall 230 Mt. View Road, Copake, New York 12516.

TERMS and CONDITIONS OF LOAN:

Loan Start Date: Date of delivery
and hanging for display of the Artwork
by Borrower at 230 Mountain View
Road, Copake, New York 12516.

Loan End Date: September 16, 2024

Owner/Lender and Borrower hereby agree to lend the Artwork to Subborrower on the following terms and conditions:

1. The term of this loan shall begin upon Borrower's delivery and hanging for display of the Artwork in the main meeting room/Town Court at Town of Copake Town Hall, 230 Mountain View Road, Copake, New York, 12516. Borrower shall bear all responsibility for safeguarding, transport, and hanging of the Artwork.
2. Upon completion of hanging for display by Borrower, Subborrower shall be deemed in possession of the Artwork and agrees to thereafter take all reasonably necessary steps to display and safeguard the Artwork during the term of this Agreement in the main meeting room/Town Court at Town of Copake Town Hall.
3. The term of this loan shall end on _____. Upon the end of the term (or earlier termination of this Agreement as set forth in paragraph 4, below), Subborrower shall be deemed no longer in possession of the Artwork and Borrower shall at such time and thereafter bear responsibility for the removal, safeguarding, and transport of the Artwork to or at the direction of Owner/Lender until possession of the Artwork is transferred to Owner/Lender or to such other party as Owner/Lender may direct.
4. Any party to this Agreement may terminate this Agreement prior to the end of the term by providing 15 days advance written notice to the other parties.
5. The Borrower and/or Subborrower will immediately notify the Owner/Lender of any loss or damage of whatever nature of the Artwork.

6. Subborrower will not lend the Artwork to any third party, nor otherwise remove it from the specified loan venue except in an emergency, in which case Subborrower shall notify Borrower and Owner/Lender immediately concerning the nature of the emergency and shall cooperate with any specific instructions provided by Owner/Lender or, if none, by Borrower concerning safeguarding the Artwork.
7. No repairs, conservation or cleaning may be undertaken without the prior written permission of the Owner/Lender.
8. Each of the signatories to this Agreement hereby represent and warrant that they have been duly authorized to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates indicated below.

Date:_____

Owner/Lender:

The Church of St. John in the Wilderness

By:_____

Name:

Title:

Date:_____

Subborrower:

The Town of Copake

By:_____

Jeanne Mettler

Town Supervisor

Date:_____

Borrower:

Roeliff Jansen Historical Society

By:_____

Name:

Title: