

# LEONARD & BINA ELLEN ART GALLERY LOAN POLICY

## 1. General standards

### 1.1 Principles

Given that the Gallery's mandate is research and the interpretation of art in a national and international context as well as the collection, preservation and exhibition of Canadian art through the Gallery's permanent collection, we must consider lending works of art to meet the varying needs of the network of Québec, Canadian and foreign museum institutions. The Gallery must respond to expectations expressed concerning the borrowing and lending of works for temporary or long-term exhibitions.

The Gallery will not grant loans from its collection to private or corporate establishments (residence, office etc.), subject to the exceptions stated in clause 3.1.

The Gallery reserves the right to refuse a loan at any time.

If, on inspection, it is determined that one or more works out on loan are being neglected or their condition is at risk, the Gallery may recall the loan and remove the work or works and deny future loan requests from that party.

## 2. Definition of types of loans

In this policy, "loan" means the loan of one or more works of art on a short- or long-term basis.

### 2.1 Incoming loans

The Gallery may borrow one or more works on a short- or long-term basis in accordance with the conditions established by or negotiated with the lending party.

### 2.2 Short-term loan

A short-term loan of one or more works of art consists in satisfying a specific request from an eligible body (as defined in clause article 3) that wishes to borrow work or works for an *in situ* or travelling exhibition on a temporary basis for a specified period of time or to temporarily complete the display of a collection.

### **2.3 Long-term loan**

A long-term loan of works consists in meeting a specific request from an eligible body that wishes to borrow one or more works of art for the purpose of completing an exhibition of a permanent collection or as part of a long-term exhibition. A long-term loan will be for a minimum period of one year but may be renewed for a further period after verification of the conservation status of the work or works, the ambient conditions of the exhibition space and the extent and quality of museology guidance provided by the borrowing body's personnel. The term of such a loan may not exceed ten (10) years.

A loan for an extended period may be granted on condition that the Gallery will be able to resume possession, either unconditionally or pursuant to a specific agreement accepted by both parties when the loan is granted.

### **3. Eligible bodies**

Loans may be granted to museums, institutions or exhibition centres that have regular conservation and/or regular art presentation activities, professional staff and proven environment systems (including temperature, humidity and lighting control), in accordance with the minimum conservations standards of the Canadian Conservation Institute. All such bodies must have insurance covering works in their possession.

#### **3.1 University Offices**

On an exceptional basis, a loan of works of art, preferably those posing minimal conservation problems, may be granted for certain University spaces, the condition of the works and the environment conditions of the proposed location permitting, and if the works are not required by the Gallery for exhibition or other purposes.

Internal loans will be granted only for public reception areas and the offices of senior management of the University (deans, presidents, vice-presidents). Internal loans will not be granted for professors' offices.

Under no circumstances may the works be moved from the aforementioned offices without the consent of the curator associated with the collection.

The methods of installation shall be supervised by the curator associated with the collection.

Loan requests for the above-mentioned locations must be in writing and sent to the curator associated with the collection. Such loans are governed by the Gallery's usual loans procedures as well as the following specific requirements:

Authorization of an internal loan is subject to mandatory inspection of the location for displaying each work of art by the Gallery curator to ensure proper exhibition conditions.

An internal loan will be granted or denied on the basis of the conservation status of the works, whether the Gallery requires the work for exhibition or other purposes, the total number of works out on loan and the Gallery's ability to ensure proper monitoring of all loans.

Unless an emergency requires the preventive removal of the borrowed work(s), the Gallery proceeds to installation, withdrawal or displacement of works only in May and June each year.

Internal loans shall be for a fixed term, which is generally for a maximum of three (3) years for paintings and one year for works on paper<sup>1</sup>.

All works out on internal loan are subject to periodic inspections by Gallery staff.

#### **4. Loan criteria**

##### **4.1 Specific conditions and implications of short-term loans**

###### **4.1.1 Time limits**

The borrower must send its request in writing to the Gallery director at least two (2) months in advance of the date the work is required and at least four (4) months in advance if the loan involves more than (6) works, subject to instructions to the contrary from the Gallery director.

The borrower must return the work on the date specified by the lending party and in accordance with the agreed-upon transportation arrangements (as per clause 4.1.3)

###### **4.1.2 Conservation and security**

The unpacking, packing and handling of the work must be carried out under professional supervision and in accordance with Gallery instructions. Packing costs will be borne by the Gallery.

The borrower must satisfy museological conservation and security standards. The Gallery may require the borrower to provide it with an exhibition site Condition Report.

The borrower undertakes to exhibit the borrowed work or works in full and to comply with all instructions issued by the Gallery concerning the installation thereof.

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<sup>1</sup> The terms will vary depending on the ambient conditions of the exhibition site.

The borrower undertakes to notify the Gallery immediately of any damage caused to a borrowed work. Under no circumstances may it carry out the restoration of a work that has sustained any damage.

The borrower is liable for any damage sustained by the work during the term of the loan.

The borrower must complete a conservation report and send a copy to the Gallery upon receipt of the work and immediately prior to returning it to the Gallery.

Any work loaned out that is not exhibited must be returned to the Gallery subject to agreement to the contrary.

The Gallery may refuse to grant the loan of a work if moving it would jeopardize its condition or if lending the work would create a significant gap in displaying the permanent collection.

#### **4.1.3 Transportation**

Transportation of the work must be the subject of prior agreement between the Gallery and the borrower. The costs of transportation shall be borne by the borrower.

#### **4.1.4 Insurance**

Subject to agreement to the contrary, the borrower undertakes to insure the work against all risks of loss or damage, and for fair market value, during transportation and while the item loaned is in its custody.

#### **4.1.5 Ownership**

The borrower must clearly identify the work in accordance with Gallery instructions. Identification of the work must be accompanied by the following statement in French or English or in both languages, as required: "Collection de la Galerie Leonard-et-Bina-Ellen, Université Concordia / Collection of the Leonard & Bina Ellen Art Gallery, Concordia University".

The borrowed work may not be reproduced subject to specific agreement with the Gallery and the artist (or the artist's succession) where applicable.

#### **4.1.6 Exhibition and Dissemination**

With the agreement of the Gallery, the borrower undertakes to feature the works via an appropriate research, exhibition and activity program, just as it would for its own collections.

## **4.2 Specific conditions and implications of a long-term loan**

### **4.2.1 Time limits**

The borrower must make its request in writing to the Director at least six (6) months in advance of the date the work is required.

The Gallery may take back the work or works loaned after giving three (3) months' notice to that effect. A new loan may subsequently be granted.

The borrower must return the work on the date determined by the Gallery and in accordance with the agreed-upon transportation arrangements (cf. 4.2.3).

### **4.2.2 Conservation and security**

The unpacking, packing and handling of the work must be carried out under professional supervision and in accordance with Gallery instructions. Packing costs will be borne by the Gallery.

The borrower must satisfy museological conservation and security standards. The Gallery may require that the borrower provide it with an exhibition site Condition Report.

The borrower undertakes to exhibit the borrowed work or works in full and to comply with all instructions issued by the Gallery concerning the installation thereof.

The borrower undertakes to notify the Gallery immediately of any damage caused to a borrowed work. Under no circumstances may it carry out the restoration of a work that has sustained any damage.

The borrower is liable for any damage that may occur to a work during the term of the loan.

The borrower must complete a conservation report and send a copy to the Gallery upon receipt of the work and immediately prior to returning it to the Gallery.

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### **5. Loan form**

A duly completed loan form must be signed by the Museum's director, and by the lender or borrower, according to the type of loan (short- or long-term outgoing or incoming loan).