

SOUTHCAROLINA ARTS COMMISSION*

State Art Collection Loan Program Standards and Procedures

Principles:

The South Carolina Arts Commission (SCAC) encourages loans to advance public understanding of the rich and diverse history of the arts in South Carolina, and to enable a wider audience to see and enjoy the State Art Collection.

Up to five (5) Works of art from the South Carolina Arts Commission's State Art Collection may be loaned to qualified South Carolina state government institutions for 1 year. The State Art Collection will only be loaned to South Carolina state government institutions that are open and accessible to the public.

Exceptions to the policies and procedures, including loans and exhibitions and related timelines, are at the discretion of the SCAC Executive Director in advisement with an ad hoc committee composed of the Executive Director, the Deputy Director, the Artist Development Director, and the Commission Chairperson.

Criteria:

The safety and preservation of the State Art Collection is the primary consideration. The artwork must be in stable condition and able to withstand handling and transportation during its loan period. Borrowers must be able to meet the SCACs standards regarding security, environmental integrity, and interpretation. Borrower must insure the artwork during transit and while on the borrower's premise. Borrower will provide the SCAC with proof of insurance (ex. Certificate of insurance) prior to the start of the loan. Failure to do so will result in cancellation of the loan. Borrower will be responsible for all costs associated with the artwork while within the term dates including any expenses incurred in insuring, conserving, preparing, packing (including labor costs), crating, shipping, and couriering the loan. The SCAC will lend only works of art to which it possesses clear ownership.

Artwork Care and Protection:

1. Art on loan from the SCAC will be given special care at all times to ensure against loss, damage, and deterioration. Works must be maintained in a building equipped to protect them from fire, flood, and smoke damage; and protected from extreme temperatures, excessive humidity, excessive light, and from vermin, insects, dirt, and other environmental hazards.
2. Artworks will be unpacked, handled, installed, de-installed, and repacked only by experienced art handlers and/or SCAC staff, and will be secured from damage and theft by appropriate brackets, railings, display cases, or other possible means. The SCAC Collections and Facilities Coordinator must be notified before any handling of the works.
3. The SCAC Collections and Facilities Coordinator will review and approve mounting, bracketing, and exhibit cases before the work is installed.

4. Food or drink in the spaces where the State Art Collection is on view, processed, packed, stored, or unpacked is strongly discouraged.
5. Food or drink is prohibited within 3 feet of the artwork.
6. Plants, chairs, tables, and large objects can not be placed directly in front of (within 2 feet) or underneath the artwork.
7. A Condition report is required at the 6-month mark of the loan agreement. This condition report must include images and details of the art work. Condition report forms will be provided by the SCAC.
8. No artwork may be altered, treated, restored, or repaired by Borrower.
9. Light dusting of the artwork is permitted.
10. SCAC artworks are lent to the borrower for the stated purpose only. Objects will not be loaned to any third party, removed from exhibit, placed in storage, taken to any off site facility, or used for any other purpose.

Return/Extension/Cancellation

11. Any work lent must be returned to the SCAC in satisfactory condition by the stated loan termination date. Any extension of the loan period must be approved in writing by the SCAC Collections and Facilities Coordinator and covered by parallel extension of the insurance coverage. Loan extensions must be requested sixty (60) days before the end of the loan term.
12. The SCAC reserves the right to recall objects from loan on short notice, if necessary. SCAC will notify the host institution 3-4 weeks before artwork is recalled. Furthermore, the SCAC reserves the right to cancel this loan for good cause at any time and will make every effort to give reasonable notice.

Credit and Reproduction

13. Unless otherwise agreed in writing, no reproductions, photography, and/or filming of SCAC artworks are permitted except photographs taken by the visiting public for personal use and photographs taken to document object condition. No use in media (print, web, film, radio, television, or any other media) is permitted without written agreement from the SCAC.
14. The borrower will credit the South Carolina Arts Commission as the lender of the artwork(s) with the following credit line:

State Art Collection, South Carolina Arts Commission

This credit line will be used in exhibition labels. Any other proposed uses of the SCAC name and/or reproductions/photographs of SCAC artworks require prior written permission from the SCAC. SCAC will provide boilerplate news release language to institutions upon request. SCAC encourages institutions to publicize their works on display via news release, website, and social media channels.

The Borrower agrees to all conditions and requirements listed above. The Borrower understands and agrees that final approval is contingent upon a review by SCAC staff. Resulting amendments or changes to the conditions and requirements will be documented through notes section (Page 3). Exceptions to the policies and procedures, including loans and exhibitions and related timelines, are at the discretion of the SCAC Executive Director in advisement with an ad hoc committee composed of the Executive Director, the Deputy Director, the Artist Development Director, and the Commission Chairperson.

RULES GOVERNING LOANS

In accepting the object(s) described on the face of this form, the borrower agrees to the following:

1. Each object shall, at all times, be given special care to insure it against loss, damage or deterioration. Should loss, damage or deterioration be noted, the South Carolina Arts Commission (SCAC) is to be immediately informed in detail.
2. It is understood that the objects covered by this loan agreement shall remain in the condition in which they are received. They shall not be cleaned, repaired, retouched, or removed from the frame or altered in any way except with the written permission of the SCAC. Borrower must submit a 6-month condition report.
3. Object(s) covered in this agreement shall be insured for the stated value by the borrower during transit and while on the borrower's premise. The SCAC may elect to maintain its own insurance and bill the borrower for the premiums. The SCAC reserves the right to review values during the course of long-term loans and to increase values if necessary.
4. Borrower assumes full responsibility for any loss, destruction, or damage to the object, arising from any cause including theft, negligence, or accidental damage. In the event of loss, destruction, or damage, Borrower will pay the fair market value of the object.
5. The Object(s) will be exhibited only at the Borrower's address as listed.
6. Unless otherwise notified by the SCAC, in writing, the borrower has the right to photograph the loaned work(s) for educational and publicity purposes directly related to the loan. Photography for commercial purposes is prohibited.
7. Each object shall be credited as "State Art Collection, South Carolina Arts Commission" and any additional credit information.
8. Loaned works must be returned to the SCAC by the stated termination date. Any extension of the loan period must be approved in writing. The SCAC reserves the right to recall the object on loan and will make every effort to give reasonable notice.
9. The borrower agrees to notify the SCAC, in writing, any changes to climate control, security changes, and/or overall environmental conditions in which the object is on display. (i.e. flooding, construction, remodeling, fire, etc.)
10. The borrower agrees to promptly inform the SCAC, in writing, any change in staff directly responsible for the custody and care of items on loan with updated contact information.
11. Loanee may be responsible for costs associated with the crating, shipping, and transportation of loans.