UNIVERSITY OF WYOMING

Art Museum
Dept. 3807, 1000 E. University Ave., Laramie, WY 82071
307.766.6622 • 307.766.3520 fax
uwartmus@uwyo.edu • www.uwyo.edu/artmuseum • www.uwartmuseum.blogspot.com

Incoming Loan Agreement

Lender: **Chris Drury** Date: **08/02/2011**

Street: **18 Eastport Lane** Credit: **Chris Drury**

City: **Lewes, East Sussex** Postal Code: **BN7 1TL, UK** Email: **chrisdrury@chrisdrury.co.uk**

For the purpose of: **Sculpture: A Wyoming Invitational Exhibition** Period of Loan: **To be determined**

Description (artist, title, medium, date, size)	Condition	Insurable Value
Chris Drury, *Carbon Sink: What Goes Around, Comes Around* Coal & Beetle Kill Pine, 2011, 36 ft. dia.	**Good**	**$75,000**

Insurance Coverage to be assumed by UW Art Museum
If the Lender chooses to maintain his own insurance, please note ***Condition 4*** *on reverse.*

Shipping charges to be assumed by N.A. (Assembled on site)
** The University will not incur the cost of crating and packing except by special arrangement.*

THE CONDITIONS OF THIS LOAN AS STATED ABOVE AND ON THE ATTACHED CONDITIONS STATEMENT ARE ACCEPTED.

By _____ Date 28. 08. 2011.
Lender/Authorized Agent

Recommended by _____ Date 15. 12. 2011
Director, University of Wyoming Art Museum

By _____ Date 12/22/2011
University of Wyoming Procurement Services Manager

RETURN RECEIPT. The above item(s) has (have) been returned in the same condition as it was (they were) received by the University Art Museum and is (are) accepted thereby releasing the University Art Museum of any liability.

By _____ Date _____
Lender/Authorized Agent

CONDITIONS STATEMENT
Governing Incoming Loans of Art to the University of Wyoming Art Museum

1. The University of Wyoming (hereafter "University") will exercise the same care for loaned objects as it does in the safekeeping of comparable property of its own.

2. Loans shall remain in the possession of the University Art Museum and/or the other museums participating in the exhibition for which it has been borrowed (Participating Museums) for the time specified on this loan form, but may be withdrawn from such exhibition at any time by the Director of the University Art Museum and/or by any of the participating museums. Loans will be returned only to the owner or lender at the address stated on the loan form unless the University Art Museum is notified in writing to the contrary. If the legal ownership of the loaned property shall change during the pendency of this agreement whether by reason of death, sale, insolvency, gift, or otherwise, the new owner will be required to establish his or her legal right to receive the property by proof satisfactory to the University Art Museum prior to the return of the object.

3. Unless the Lender has elected to maintain its own insurance by checking the box on the previous page, the University will insure loans wall-to-wall under its Risk Management Policy for the insurable value specified on the loan form against all risks of physical loss or damage, from any external cause while in transit and on location during the period of this loan, provided that if the work shall have been industrially fabricated and can be replaced to the artist's specification, the amount of such insurance shall be limited to the cost of such replacement. If no amount shall have specified by the Lender, the University shall establish the insurable value. The University's Risk Management Policy contains exclusions such as; loss or damage due to war, invasion, hostilities, rebellion, insurrection, confiscation by order of any Government or public authority, risks of contraband or illegal transportation and/or trade, nuclear damage, wear and tear or gradual deterioration. The Lender agrees that, in the event of loss or damage, recovery shall be limited to such amount, if any, as may be paid by the insurer, hereby releasing the University and any participating museums, their respective Board of Trustees and officers, agents, volunteers, students and employees from liability for any and all claims arising out of such loss or damage.

4. If the Lender chooses to maintain its own insurance, the University must be supplied with a certificate of insurance naming the University and participating museums as additional insureds and waiving subrogation against the University and each participating museum. Otherwise, this loan agreement shall constitute a release of the University and each participating museum from any liability in connection with the loaned property. The University can accept no responsibility for any error or deficiency in information furnished to the Lender's insurer or for any lapse in coverage. If the Lender has elected to maintain its own insurance, such insurance will be at the Lender's expense unless otherwise agreed by the University in writing. In no event will the University reimburse the Lender for insurance premiums in excess of the amounts that would have been incurred had the property been insured by the University. The certificates of insurance shall be sent to:

Director of Risk Management University of Wyoming Dept. 3413 1000 E. University Ave. Laramie, WY 82071-3413	*With Copy to*	Museum Registrar UW Art Museum Dept. 3807 1000 E. University Ave. Laramie, WY 82071

5. The University assumes the right, unless specifically denied by the Lender to examine loans and to allow researchers and the public at large to examine loans by all modern photographic means available. Information thus gathered will remain confidential and will not be published without the written consent of the lender.

6. The University will receive loans according to professional museum standards and will return loans in its original packing material.

7. The University's right to return the loaned property shall accrue absolutely at the termination of the loan. If the University, after making all reasonable efforts and through no fault of its own, shall be unable to return the property within ninety days after such termination, then the University shall have the absolute right to place the property in storage, to charge regular storage fees and the cost of insurance thereof, and to have and enforce a lien for such fees and cost. If, after three years, the property shall not have been reclaimed, then, and in such consideration for its storage, the property shall be deemed an unrestricted gift to the University.

8. If the work is for sale and is sold during the period of this loan, the Lender shall pay 30% of the selling price to the University to be used exclusively for University Art Museum Collection acquisitions, conservation, and preservation.

9. The University does not waive its sovereign immunity or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

10. The parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, and (ii) any questions arising hereunder shall be construed according to such laws (iii) this Agreement has been negotiated and executed in the State of Wyoming and it's enforceable in the courts of Wyoming.

11. Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

12. Both parties shall fully adhere to all applicable local, state and federal law regarding equal employment opportunity. The University's policy is one of equal opportunity for all persons in all facets of the University's operations. Equal opportunity is offered to all officers, faculty and staff members, and applicants for employment on the basis of their demonstrated ability and competence and without regard to such matters as race, color, national origin, sex, religion, sexual orientation, political belief, age, veteran status, or disability.

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9 August 2011

Chris Drury
18 Eastport Lane
Lewes
East Sussex
BN7 1 TL
United Kingdom

Dear Chris,

Enclosed is your travel reimbursement form and two copies of the loan form with a letter from our registrar. We need signatures on all three documents where the purple tabs are. If you could please review them, sign them, and then return them to my attention here at the museum, that would be great. Once the loan forms are signed by the proper people here at UW, we will send a copy back to you for your records. We will be doing a wire transfer for the travel reimbursement as well once we get that form back from you.

If you have any questions or concerns, just let me know. It was great having you here this summer; we've really been enjoying having the sculpture on campus!

Best,

Rachel Miller
Assistant Curator
307.766.6621
rmiller@uwyo.edu

Visa / Insurance

From: "Susan B. Moldenhauer" <Amsm@uwyo.edu>
Subject: **Re: Visa query**
Date: March 24, 2011 1:32:25 PM MDT
To: "Megan M. Hanneman" <Megs@uwyo.edu>
Cc: San Dee Duke Hutton <SHutton@uwyo.edu>, Carrie Renee Hesco <chesco@uwyo.edu>, Shawn A Bunning <ShawnB@uwyo.edu>, "Anne M. Alexander" <AAlex@uwyo.edu>, "Rachel M. Miller" <rmiller@uwyo.edu>

Concerning insurance, Chris has identified "Public Liability and Product Liability and injury to anyone helping me."

With Megan's input below, what is our next step in getting a visa app going?

I appreciate eveyone's help!

Susan

On Mar 22, 2011, at 4:05 PM, Megan M. Hanneman wrote:

Susan -
The U.S. has a tax treaty with the United Kingdom, however it does not contain any benefits for this type of compensation. Anything paid as compensation for services would be subject to 30% tax withholding. We can also reimburse travel expenses and there would be no tax withholding on those payments.

Megan

Megan M Hanneman, CPA
Assistant Controller
University of Wyoming
Old Main Room 318
307-766-4391
megs@uwyo.edu

-----Original Message-----
From: Susan B. Moldenhauer
Sent: Tuesday, March 22, 2011 1:51 PM
To: San Dee Duke Hutton
Cc: Megan M. Hanneman; Carrie Renee Hesco; Shawn A Bunning; Anne M. Alexander; Rachel M. Miller
Subject: Re: Visa query

San Dee,

Thank you for your quick reply to my query to Anne. Chris will be in the US for about a month, arriving on or about July 8 and returning to Great Britain on or about August 8, 2011. I will wait to hear from Megan about the pay limits. RE insurance, there is not a specific company but the general question about insurance from

Chris; let me find out more specifics on this.

Susan

Susan Moldenhauer
Director & Chief Curator
University of Wyoming Art Museum

On Mar 22, 2011, at 1:38 PM, San Dee Duke Hutton wrote:

> Hi Susan,
>
> You would probably have two types of visas to chose from, depending on how long they were going to be here and what you want to pay them. If he will be here for short-term, a B-1 or WB would probably be the most appropriate. There are restrictions on what you can pay them and I'm going to send a copy of this to Megan Hanneman so that she can add to that. They would not need to apply for a visa, just be able to get the clearance and travel to the US on the visa waiver program (WB). The other option would be to apply for and get a J-1 visa. This would be a better choice if they are going to be here for an extended period of time and you will be paying them for more than the B-1/WB would allow.
>
> I'm not sure if you are looking for a specific insurance company, but there are several companies that insurance is available through for international visitors. If they are brought in as a J-1 sponsored by UW, then they would be eligible to purchase the UW international student insurance. It is a basic policy that meets the requirements for the J-1 visa. Our office would assist you in getting the paperwork for the J-1 visa by issuing a DS-2019.
>
> This is a very basic explanation, but with a little more information, we can go into more detail. Please let me know if you think one would work better than the other and if you have any questions.
>
> San Dee Hutton
> Immigration Coordinator
> International Students & Scholars
>
> -----Original Message-----
> From: Carrie Renee Hesco
> Sent: Tuesday, March 22, 2011 8:58 AM
> To: Anne M. Alexander; Shawn A Bunning
> Cc: San Dee Duke Hutton
> Subject: RE: Visa query
>
> San Dee,

Can you also provide some guidance here since we would be looking at a short term visa issue?

Carrie

-----Original Message-----
From: Anne M. Alexander
Sent: Tuesday, March 22, 2011 8:56 AM
To: Carrie Renee Hesco; Shawn A Bunning
Subject: Fw: Visa query

Can you give me some guidance for Susan's questions on insurance and visas?

Anne
Sent from my Crackberry.

----- Original Message -----
From: Susan B. Moldenhauer
Sent: Tuesday, March 22, 2011 08:23 AM
To: Anne M. Alexander
Cc: Rachel M. Miller
Subject: Visa query

Hi Anne.

We have an artist from Great Britain coming to campus this summer (July) to create a work of art for the outdoor Sculpture exhibition. I am wondering about what kind of VISA he needs in order for us to pay him? And, if you can assist us in getting that?

He is also asking about insurance which he says he can get for everywhere else in the world that he works (which is everywhere!) except in the US. Do you know anything about that or who we need to talk to discuss options?

Thanks so much for your help.

Susan

Susan Moldenhauer
Director & Chief Curator
University of Wyoming Art Museum