

**ART LENDING OF OTTAWA  
CONTRACT WITH THE LESSEE / BORROWER**

# \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**BY and BETWEEN**

ART LENDING of OTTAWA (hereinafter called ALO, the "Lessor")

artlendingofottawa@gmail.com

**AND**

NAME \_\_\_\_\_ (hereinafter called "the Lessee")

STREET ADDRESS: \_\_\_\_\_

MAILING ADDRESS (if different) \_\_\_\_\_ POST CODE \_\_\_\_\_

EMAIL (provided to permit ALO to communicate) \_\_\_\_\_

PHONE HOME \_\_\_\_\_ CELL \_\_\_\_\_ BUSINESS \_\_\_\_\_

Two pieces of Lessee identification, provided willingly, with the Lessor's assurance that this information will not be sold or shared with anyone:

Driver's License (or other photo ID): \_\_\_\_\_

Credit Card: \_\_\_\_\_

WHEREAS the Lessor operates an art lending service and WHEREAS the Lessee wishes to make use thereof; the Lessee acknowledges having read and understood both this contract and the individual "Article Cards" which forms part of this legal agreement.

ALO and the Lessee agree as follows:

1. For purposes of this agreement, an article designated for "Lease only" on the Article Card indicates that the article recorded thereon is not for sale; but may be leased for a period of months of such duration as agreed upon by the Lessor and Lessee. The Lessee's signature on the back of the Article Card confirms his/her agreement to enter into a separate contract with the Lessor for that article, each such borrowing being governed by the terms and conditions herein identified.

Articles identified as being for "Lease or Sale" on the Article Card may be leased or purchased. If the Lessee wishes to purchase such an article, he/she may do so, at the recorded purchase price, less prepaid rental not exceeding a total of six months. In every case, it is agreed that the value shown on the Article Card is the value of the particular article.

2. The Lessee understands and agrees that accounts outstanding, after thirty (30) days, will be charged a monthly penalty (in an amount and according to a formula determined, from time to time, by the ALO Board), in addition to the rental charges owing.

3. The Lessee covenants and agrees to return the article to the premises of the Lessor at the expiration of the term, recorded on the Article Card, in the same condition as received. If the article is damaged, the Lessee covenants and agrees to pay forthwith upon demand, a sum equal to the cost of restoring the Article to its original condition. In the event that the Article is destroyed or irreparably damaged or for any reason the Lessee fails to return the Article, the Lessee covenants and agrees to pay to ALO, the total value shown on the Article Card, minus any rental charges paid.

4. In the event of any of the following, the Lessor may repossess the article on behalf of the Artist:

- death of the Lessee,
- bankruptcy or insolvency of the Lessee,
- abandonment of the Article by the Lessee,
- upon termination of this agreement by the Lessor,
- any breach of this agreement by the Lessee.

5. The Lessee understands and agrees that the Lessor, in executing the lease, acts only as bare agent for the Artist and the Lessor assumes no liability of any kind to the Lessee in executing these presents.

6. The Lessee shall be liable to ALO for all loss or damage to any Article and will pay all costs, charges and expenses incurred in retaking possession of any Article or in collection of any sum found due and owing by the Lessee.

7. Articles will be transported from and to the premises of the Lessor at the sole cost, risk, and liability of the Lessee.

8. Nothing herein contained shall give, or be deemed to give, the Lessee proprietary copyright or industrial right in the article notwithstanding sale to the Lessee. The Lessee further agrees that the Article will not be photographed, sketched, or otherwise reproduced except with the written consent of the Artist.

9. The Lessee covenants and agrees that he/she will not, nor will he/she permit the Article to be cleaned or repaired or removed from the frame or base or in any way disassembled.

10. The rights herein contained are not transferable and the Lessee shall not attempt to assign or sub-let this lease.

11. It is understood and agreed that this agreement shall be governed by the laws of the province of Ontario and that where the context requires the singular shall include the plural.

12. This agreement may be terminated at any time, in writing, by the Lessor or the Lessee, upon two month's notice sent by registered post, and return of the Article(s) to ALO.

13. This agreement shall bind the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands.

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Lessee / Borrower

Revised: May 30, 2016

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Lessor / Art Lending of Ottawa, Authorized Representative