

**THE MARIO CADER-FRECH COLLECTION
ART LOAN PROGRAM AGREEMENT**

The conditions detailed below are between MARIO CADER-FRECH and BORROWER.

LENDER: Mario Cader-Frech

BORROWER: _____

ADDRESS: _____

PERIOD OF LOAN: _____ THROUGH _____

DESTINATION LOCATION OF ITEMS LOANED: _____

LIST OF WORKS LOANED: SEE ATTACHED EXHIBIT A

INSURABLE VALUE OF ARTWORK LOANED: _____

Terms and Conditions

1. The BORROWER will exercise the same degree of care with respect to loans at it does in the safekeeping of comparable property of its own.

2. Any works accepted by the BORROWER will remain in the possession of the BORROWER for the time specified on the Agreement but may be withdrawn from the exhibition at any time by the BORROWER with written notice to LENDER. Any works withdrawn from the exhibition shall be immediately returned to the LENDER in accordance with Exhibit B. The BORROWER agrees that the works will be held only in the location listed above.

3. The LENDER authorizes the BORROWER to photograph and/or publish the work(s) in any medium for archival, educational, and/or publicity purposes. Notwithstanding the foregoing, any videos supplied to the BORROWER are exhibition copies only and the BORROWER agrees that the files will be deleted after exhibition closing. BORROWER acknowledges that any work published shall credit **the artist and The Mario Cader-Frech Collection**.

4. BORROWER agrees that loans will be transported, packed and shipped in accordance with Exhibit B. BORROWER will be charged a \$200 handling fee per artwork on loan and \$100 per video on loan. The fee shall be due and payable upon the execution of this Agreement. Checks may be made out to: Y.ES Contemporary and mailed to: Y.ES Contemporary, c/o UIA Management, LLC, 1111 Lincoln Road, Ste 760, Miami Beach, FL 33139.

5. The BORROWER will insure the works wall-to-wall under the conditions of a Fine Arts policy against all risks of physical loss or damage while in transit and on location during the period of the loan at the insurable value listed on the attached Exhibit A. The BORROWER shall provide the LENDER with a certificate of insurance showing that such insurance is primary and non-contributory and shall name the LENDER as an additional insured on the BORROWER'S Fine Arts policy. In the event of a loss, the LENDER may establish the declared value of the works with appraisals, with documentation that provides proof of purchase of a work or documentation that provides proof of sale of similar items.

8. The aforesaid conditions shall apply to all works on loan and cannot be altered, changed, waived or otherwise affected except by written consent of the BORROWER and the LENDER.

9. This Agreement constitutes the entire agreement between the parties regarding the works. Each signatory to this Agreement warrants, represents and certifies that he or she holds the authority necessary to execute this Agreement. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to constitute one and the same Agreement. This agreement shall be governed by the laws of the State of Florida.

Signature of Lender: _____

Signature of Borrower: _____

Name / Title: _____

Name / Title: _____

Date: _____

Date: _____

Exhibit A
LIST OF WORKS LOANED

ARTWORK INFORMATION AND DECLARED INSURABLE VALUES

*TO BE FILLED IN BY YES ON THIS PAGE

Exhibit B
REQUIREMENTS FOR PACKING, SHIPPING AND HANDLING LOANED WORKS

*TO BE FILLED IN BY YES ON THIS PAGE