

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Managing Director of Museums & Cultural Affairs be authorized to sign an El Paso Museum of Art outgoing loan agreement for the loan of six artworks by artist Gaspar Enriquez to the Las Cruces Museum of Art. The loan will be January 23, 2023-May 27, 2023.

ADOPTED this 31st day of January, 2023.

CITY OF EL PASO:



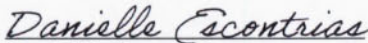
Mayor

ATTEST:





City Clerk

APPROVED AS TO FORM:


Danielle Escontrias
Assistant City Attorney

APPROVED AS TO CONTENT:



Ben Fyffe, Managing Director
Museums & Cultural Affairs



El Paso Museum of Art Outgoing Loan Agreement

MAYOR

Oscar Leeser

Borrower Jennifer McClung, CuratorLoan Period 1/23/23-5/27/23Address 491 N Main St, Las Cruces, NM 88001Loan Purpose exhibitionLocation Las Cruces Museum of ArtCredit Line El Paso Museum of Art, (credit lines below)**CITY COUNCIL****District 1**

Brian Kennedy

NO.	DESCRIPTION	VALUE
1990.4.1	Gaspar Enriquez, <i>Luis y la Virgen de Guadalupe</i> , (1989). Acrylic on panel, 36 x 55 1/2 x 4 in. Gift of Martini de Groat and the Southwest Bell Foundation	\$28,800

District 2

Alexsandra Anello

District 3

Cassandra Hernandez

2002.20.5	Gaspar Enriquez, <i>Elegy on the Death of Cesar Chavez</i> (2000). airbrushed acrylic on paper 36 x 48 in. Purchase with funds provided by the Robert U. and Mabel O. Lipscomb Foundation Endowment	\$3,000
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District 4

Joe Molinar

2002.20.6	Gaspar Enriquez, <i>Elegy on the Death of Cesar Chavez</i> (2000). airbrushed acrylic on paper 36 x 48 in. Purchase with funds provided by the Robert U. and Mabel O. Lipscomb Foundation Endowment	\$3,000
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District 5

Isabel Salcido

District 6

Art Fierro

2002.20.9	Gaspar Enriquez, <i>Elegy on the Death of Cesar Chavez</i> (2000). airbrushed acrylic on paper 36 x 48 in. Purchase with funds provided by the Robert U. and Mabel O. Lipscomb Foundation Endowment	\$3,000
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District 7

Henry Rivera

District 8

Chris Canales

2002.20.12	Gaspar Enriquez, <i>Elegy on the Death of Cesar Chavez</i> (2000). airbrushed acrylic on paper 36 x 48 in. Purchase with funds provided by the Robert U. and Mabel O. Lipscomb Foundation Endowment	\$3,000
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CITY MANAGER

Tommy Gonzalez

2003.18.a-. b	Gaspar Enriquez, <i>Untitled Mural</i> (2003). Acrylic on canvas 72 x 144 in. (diptych) Gift of Target Corporation	\$28,800
2011.9.13	Gaspar Enriquez, <i>Mi Querida Madre</i> . Giclee print 42 x 37.75 in. Gift of Eric Anderson and Becky Duval Reese	\$1,700

The Borrower accepts the conditions as outlined on the front and back of this agreement.

Borrower _____ For EPMA _____

Date _____ Date _____

Sign, date and return to: El Paso Museum of Art, One Arts Festival Plaza, El Paso, Texas 79901, attn.: Registrar

EPMA 08/98 / OUTLOAN.001 / REV 7/2017



DELIVERING EXCEPTIONAL SERVICES



El Paso Museum of Art Outgoing Loan Agreement

MAYOR

Oscar Leaser

CITY COUNCIL

District 1

Brian Kennedy

District 2

Alexsandra Anello

District 3

Cassandra Hernandez

District 4

Joe Molinar

District 5

Isabel Salcido

District 6

Art Fierro

District 7

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District 8

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CITY MANAGER

Tommy Gonzalez

1. The Borrower agrees to borrow the objects described on the face of this loan agreement from the El Paso Museum of Art for the purpose indicated on the face of this agreement.
2. It is understood that the objects borrowed from the Museum shall remain in the condition in which they were received. They shall not: be cleaned, repaired, retouched or altered in any way whatever without written permission of the Museum, except in an emergency situation when the safety of the work makes such action imperative; nor may framing, matting, mounting or glazing be changed without written permission; nor may objects be examined by scientific methods without written permission.
3. Objects must be maintained in a building protected from fire, smoke or flood damage, under 24-hour security and protected from extreme temperatures and humidity; excessive light; and from insects, vermin, or dirt or other environmental hazards. Objects must be handled only by experienced personnel. The Borrower agrees to meet any special requirements for installation and handling as noted or referenced on the face of this agreement.
4. Damages, whether in transit or on the borrower's premises and regardless of who may be responsible, shall be reported to the Museum immediately, followed by a written report and including photographs, if necessary. If damage occurs in transit, the Borrower will also notify the carrier and will save all packing materials for inspection.
5. The Museum will specify the method of packing and will provide any special instructions for unpacking and repacking. Objects shall be returned packed in the same or similar materials by experienced personnel. Objects will arrive and be returned in the manner of shipment mutually agreed upon by the Borrower and the Museum.
6. Objects shall be insured by the Borrower during the period of the loan, including transit, for the value stated on the face of this agreement under an all risk wall-to-wall policy subject to the following generally accepted standard exclusions against damage or loss resulting from insects or vermin, wear and tear, gradual deterioration, or inherent vice; repairing, restoration, or retouching processes; hostile or warlike action, insurrection or rebellion; and/or nuclear reaction, nuclear radiation or radioactive contamination. The Borrower must provide the Museum with either a certificate of insurance or a copy of the policy made out in favor of the City of El Paso prior to shipment of the objects. The Museum Registrar must be notified in writing 20 days prior to any cancellation or meaningful change in the Borrower's policy. Any lapses in coverage, any failure to secure insurance and/or inaction by the Museum regarding notice will not release the Borrower from liability for loss or damage. Insurance value may be reviewed periodically and the Museum reserves the right to increase coverage if reasonably justified. In the event of loss or damage, the borrower's maximum liability will be limited to the insurance value then in effect.

THE BORROWER AGREES TO INDEMNIFY THE MUSEUM FOR ANY AND ALL LOSS OR DAMAGE TO THE OBJECTS OCCURRING DURING THE COURSE OF THE LOAN, EXCEPT FOR LOSS OR DAMAGE RESULTING FROM WEAR AND TEAR, GRADUAL DETERIORATION, INHERENT VICE, WAR AND NUCLEAR RISK.

7. Each object shall be labeled and credited to the Museum in the exact format provided on the face of this agreement, both for display labels and publication credits. The Borrower may photograph the objects only for record and publicity purposes and for reproduction in an exhibition catalogue for uses related to the stated purposes of the loan. Photography for commercial purposes is prohibited.
8. Unless otherwise noted on the face of this agreement, all costs of packing, transportation, couriers, insurance and other loan-related expenses will be borne by the Borrower. The estimated costs must be agreed upon by both parties.
9. The Museum reserves the right to recall the objects from loan or cancel the loan for good cause at any time, and will make every effort to give reasonable notice thereof. Objects lent must be returned to the Museum by the return date. An extension of the loan period must be approved in writing by the Museum Director or his designate and covered by written parallel extension of the insurance coverage.
10. In the event of any conflict between this agreement and any forms of the Borrower, the terms of this agreement shall be controlling. For loans to borrowers within the United States, this agreement shall be construed in accordance with the law of the State of Texas and venue for any disputes regarding this Agreement shall lie exclusively in El Paso County, Texas.



DELIVERING EXCEPTIONAL SERVICES