

I. TERMS AND CONDITIONS OF SERVICE

1.1 This Agreement is a contract between The Art Conservancy (its representatives) and the Client to commence restoration/preservation services of listed artworks/items obtained from the above address pursuant to the above referenced loss. This Agreement and all invoices issued by The Art Conservancy shall constitute the entire agreement between The Art Conservancy and the Client.

1.2 Inventory. The Art Conservancy will inventory all artworks/items picked up from the Client and The Art Conservancy inventory will be FINAL. In addition, please note that The Art Conservancy's description of artworks/items on the inventory may vary from what the Client may call an artwork/item, and therefore, The Art Conservancy's description of the artwork/item and any pricing therefore will be FINAL.

1.3 Examination and Documentation. Following the inventory, the artwork/items will be thoroughly examined and documented at The Art Conservancy's lab. The Client agrees to the right of The Art Conservancy or its representatives to capture the likeness of the listed artworks/items in connection for any lawful purposes, including promotional.

1.4 All restoration/preservation work performed on the listed artwork/items by The Art Conservancy or its representatives is compliant with the codes and ethics of the American Institute for Conservation of Historic and Artistic Works. The Client understands that that the restoration/preservation process is time-consuming and can take up to extended period of time.

1.5 The Client understands that all restoration/preservation services will be conducted pertaining to the damage of the referenced loss, including any secondary damage in conjunction with the original loss. The Art Conservancy does NOT assume responsibility for inherent weakness or defects in the artwork/item materials that are not readily apparent prior to restoration. The Art Conservancy will NOT be held liable for any artwork/items that are deemed unrecoverable or damaged beyond repair. The Art Conservancy will NOT be held liable for any pre-existing damages. Any reimbursement to the Client by The Art Conservancy will not exceed 10 times the value of the cost to restore the artwork/item, I.E., \$1.00 to restore an item - value \$10.00.

1.6 In the event that a listed artwork/item is damaged beyond repair by The Art Conservancy and cannot be restored/preserved, the artwork/item will be returned to the Client for disposal. NO EXCEPTIONS.

II. AUTHORIZATION TO PROCEED WITH WORK

2.1 The Client authorizes The Art Conservancy to pick up, evaluate, store and deliver all artwork/items pertaining to the claim. The Client has read all the information above and understands the expectations of the restoration/preservation process. The Art Conservancy will restore/preserve the Client's artwork/items to their best condition in partial or full. Additionally, the Client will be informed for approval should any change or additional work be required.

2.2 The Client acknowledges that it is impossible to determine when/if adverse effects may occur and The Art Conservancy does not guarantee against such adverse effects. The Client will not hold The Art Conservancy responsible for damage that occurs due to these risks. Lastly, The Art Conservancy will NOT be held responsible for pre-existing damage, irreparable artwork/items, or artwork/items that are deemed a total loss.

2.3 It is the prime objective of The Art Conservancy to obtain maximum quality results for each listed artwork/item. However, not every artwork/item cannot always be remedied and while The Art Conservancy will endeavor, consistent with the restoration/preservation of the artwork/items, we reserve the



right, in our discretion, to determine the materials and the methods used with respect to the artwork/item. We are not responsible for theft or loss of property. Charges are payable upon completion of restoration/preservation. Any property not claimed and paid for by Client within 60 days after completion of restoration will be sold for the charges in accordance with State Law, Art 5504. This Agreement constitutes acknowledgement and acceptance of terms and condition so authorizes the work. ALL SALES ARE FINAL.

III. PAYMENT FOR SERVICES

3.1 The Client authorizes their insurance company to pay The Art Conservancy directly for all restoration/preservation services. If, for any reason, the insurance company does not pay or pays the Client directly, the Client is responsible for payment to The Art Conservancy. The Client understands that it is their responsibility to pay the total amount invoiced for the completion of restoration/preservation of the Client's artwork/items, directly to The Art Conservancy. Even though I may have insurance coverage for the loss under policy, the Client agrees that they are at all times fully and primarily responsible and hereby agree to pay The Art Conservancy for work, which sums shall be due and owing to The Art Conservancy immediately upon receipt of The Art Conservancy invoice. In addition, the Client agrees to pay for any work not covered by insurance. Delivery of the Client's artwork/items will NOT be completed until the Client or their insurance company pays The Art Conservancy for any/all sums that remain due and owing.

3.2 At signing, the Client or insurance company is responsible for a 25% deposit. Should the services under this Agreement not be completed in full, for whatever reason, a Work Not Complete invoice will be presented to the Client's insurance company and/or the Client directly for a minimum of 40% of the total bill. vv

3.3 Limited Power of Attorney. Client hereby appoints The Art Conservancy as its attorney in fact only to endorse and deposit any insurance company payments, checks or drafts relating to the services described in this Agreement and invoices into The Art Conservancy's bank account. The power coupled with an interest is given as security for the payment of work performed by the company hereunder.

IV. RELEASE AND INDEMNITY

4.1 The Client will not hold The Art Conservancy or its representatives responsible for damage that occurs due to pre-existing conditions, inherent weaknesses of the materials, irreparable items, or any missing items not inventoried in the initial inventory sheet.

4.2 Release, Indemnity and Waiver. Client hereby fully releases, indemnifies and holds harmless The Art Conservancy for any and all liabilities, losses, damages and expenses (including attorney fees) in connection with any claim, demand and/or services to be performed in this agreement regardless if the same is caused or contributed in whole or in part by the negligence of The Art Conservancy or its representatives. All claims for liability and/or loss including without limitation any indirect, incidental or consequential damages which may occur as a result of The Art Conservancy actions (or inactions) are hereby expressly waived.