



April 18, 2019

Kelly Bourgeois  
Newport-Mesa Unified School District  
Newport Harbor High School  
600 Irvine Avenue  
Newport Beach, CA 92663

## **THOMAS HUNT: CALIFORNIA MODERNIST**

**October 13, 2019 to January 12, 2020**

Dear Kelly:

Opening on October 13, 2019 is *Thomas Hunt: California Modernist*, an exhibition of paintings by the Canadian-born artist who became active with the Laguna Beach Art Association in the early 1920s. Thomas Lorraine Hunt (1882–1938) was the son of the well-known Canadian Impressionist painter John Powell Hunt. He spent much of his early life in Cleveland, Ohio, but became active with the Laguna Beach Art Association in the early 1920s and moved permanently to Laguna Beach in 1927. He played a large part in the creation of the association's new gallery on Cliff Drive (now the museum), which opened in 1929. Hunt painted snowy landscapes in Canada, Cleveland, and the Sierras, although he is best known for the coastal and harbor scenes that he painted in Southern California and during regular visits to Gloucester, Massachusetts. A masterful, innovative colorist, he developed a distinctive style characterized by broad brushwork and bold effects of light and reflection.

The first solo exhibition of Hunt's work was held shortly after his death and there has been no other since then. Comprising about fifty of Hunt's paintings, *Thomas Hunt: California Modernist* is curated by Janet Blake, the museum's curator of historical art, in collaboration with early California art researcher Keith Colestock. The fully illustrated catalogue accompanying the exhibition will feature a biographical essay by Colestock presenting material to augment and correct the scant accounts of Hunt's life published to date, as well as an essay by Blake discussing his influences and the evolution of his style.

We appreciate your considering lending to the exhibition the following work as listed on the enclosed loan agreement. The museum will cover all costs associated with the loan, including packing and shipping, and will maintain the highest professional standards of care and security. The museum will also be responsible for maintaining wall-to-wall insurance throughout the run of the exhibition.



There are two copies of the loan agreement enclosed for your review. We need to be sure that titles, dates, media, dimensions, credit lines, and insurance values are all listed correctly. Please verify accuracy, complete any missing information, and kindly return the museum's copy as soon as possible in the enclosed envelope.

Please do not hesitate to contact Janet Blake at [jblake@lagunaartmuseum.org](mailto:jblake@lagunaartmuseum.org), ext. 216, with questions or concerns. You may also contact our Registrar, Dawn Minegar, at [dminegar@lagunaartmuseum.org](mailto:dminegar@lagunaartmuseum.org), ext. 223. Dawn will be in contact in the coming weeks to discuss and arrange for packing and shipping.

Sincerely,

A handwritten signature in black ink, appearing to read 'Malcolm'.

Malcolm Warner  
Executive Director

Agreement: The undersigned ("Lender") hereby lends to the Laguna Art Museum ("LAM") the object(s) described herein for the purposes and subject to the same conditions set forth.

### EXHIBITION

Exhibition Title: *Thomas Hunt: California Modernist*

Exhibition Dates: October 13, 2019 to January 12, 2020

Location: Laguna Art Museum

Loan Period: September 2019 to February 2020

### LENDER

Unless otherwise instructed below\*, work will be shipped from and to this address:

Name: Newport-Mesa Unified School District Telephone #: Home:  
Address: Newport Harbor High School Alternative #: Cell:  
600 Irvine Avenue Work: 949.515.6300; 949.515.6312 (Kelly)  
Newport Beach, CA 92663  
Contact: Kelly Bourgeois  
Email: kellyb@nmusd.us  
Alternative Email:

### OBJECT DESCRIPTION

Artist: Thomas Lorraine Hunt

Title and date: *Snow Scene*, c.1932

Credit line: The Ruth Stoeber Fleming Collection of Southern California Art at Newport Harbor High School

(Exact form of lender's name for catalogue, labels and publicity)

Medium/Support (painting, drawing, photograph, etc.): Oil on canvas

Dimensions in inches (H x W x D): 28 x 30 inches

Framed dimensions in inches (H x W x D): 31" x 33" x 2"

If necessary for the safety of the work, may we reframe, remat or back it? Yes  No

If necessary, may we substitute Plexiglas for glass?: Yes  No

Notes on condition (attach additional sheet(s) if necessary): \_\_\_\_\_

### INSURANCE

The Museum will insure the work unless noted below.

Total value: \$25,000.00

(Estimated fair market value in U.S. \$. See Item 8, Conditions Governing Loans)

Do you prefer to maintain your own insurance? Yes  No

If yes, estimated premium: \$

If you maintain your own insurance, please furnish LAM with a Certificate of Insurance naming LAM as additional insured for the duration of the loan period.

Do you prefer to waive insurance?: Yes  No

If yes, initial x (Lender) \_\_\_\_\_

### PHOTOGRAPHY AND COPYRIGHT

If digital images or transparencies suitable for reproduction are available, please state type and where they may be obtained: Image received.

Do you own copyright to the work? Yes  No

If not, who does?: N/A

### SHIPPING ARRANGEMENTS

Packing and shipping arrangements to be confirmed in advance by Lender and Borrower. All costs to be paid for by LAM.

Please attach separate sheet(s) with detailed installation instructions, drawings, etc., if necessary:

Is there an existing case/crate? Yes  No

Does a case/crate need to be built?: Yes  No

Are there special handling requirements? Yes  No

If yes, please attach additional sheet(s) explaining:

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To be shipped by: Laguna Art Museum or fine art shipper arranged by Laguna Art Museum, TBD

To be packed/crated by: Laguna Art Museum or fine art shipper arranged by Laguna Art Museum, TBD

### SIGNATURE

The lender acknowledges that she/he has full authority and power to make this loan, that she/he has read the conditions above and on the back of this form, and that she/he agrees to be bound by them.

Signed: Dawn Minegar Date: 4.18.2019  
(Dawn Minegar, Registrar, Laguna Art Museum)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Lender)

Lender copy

LAM copy

## CONDITIONS GOVERNING LOANS

### 1. GENERAL CONDITIONS

The Lender lends the work(s) listed on the loan agreement (or the attachment to the loan agreement). The loans may be used for the purpose and duration mentioned in this loan agreement only. They are to be returned to the Lender at the end of the exhibition without delay and special request.

The Loan Conditions also apply for the duration of the whole exhibition tour.

2. The Laguna Art Museum (LAM) will exercise the same care with respect to the work of art referred to on the reverse (the 'work') as it does in the safekeeping of comparable property of its own.

3. The Lender hereby warrants that he has full legal title and copyrights to the work or works listed on the face of this Agreement or that he is the duly authorized agent of the owner or owners of such works. The Lender hereby agrees to indemnify and defend LAM against, and to hold it harmless from, any liability (including attorney's fees and the costs of defending any actions) arising out of claims by individuals, institutions or other persons claiming full or partial title or copyright to any of such works.

### 4. COSTS

All costs related to the loan(s) shall be confirmed in advance. Neither party to this agreement has the right to make any financial or other commitments on behalf of the other party without previous agreement.

### 5. PACKING AND TRANSPORT

The Lender certifies that the work lent is in good condition and will withstand ordinary strains of packing and transportation. Evidence damage to the work at the time of receipt or while in LAM's custody will be reported immediately to the Lender. The works must be packed with appropriate materials designed to give maximum protection to the object(s) and repacked in the same materials as received unless otherwise authorized by the Lender.

Costs of transportation and packing will be borne by LAM unless the loan is at the Lender's request. The choice of transport agent must be agreed between the Lender and LAM. Customs regulations will be adhered to in international shipments.

### 6. TRANSFER

The work shall remain in the possession of LAM and/or the other museums participating in the exhibition for which it has been borrowed (the participating museums) for the time specified on the reverse, but may be withdrawn from such exhibition at any time by Director or Trustees of LAM and/or of any of the participating museums. The work will be returned only to owner or Lender at the address on the reverse unless LAM is notified in writing to the contrary.

7. California law requires that the Lender notify LAM promptly in writing of any change of address or change of ownership (whether by reason of death, sale, insolvency, dissolution of marriage, gift or otherwise) of property on loan to LAM. In case of change in legal ownership during the period of then loan, the new owner is required to establish his legal right by proof satisfactory to LAM.

### 8. INSURANCE

LAM shall insure the work in its possession under its fine arts policy for the stated amount specified above by the Lender against "all risks" of physical loss or damage from any external cause while in transit and on location during the period of this loan, subject, however, to the following limitations:

- (i) If the work has been industrially fabricated and can be replaced to the artist's specifications, the amount of such insurance shall be limited to the cost of such replacement,
- (ii) If the work is fragile or otherwise difficult to insure, LAM may insist that the Lender either self-insure or maintain its own insurance on the work.
- (iii) LAM may in its discretion require an appraisal or other reasonable evidence of the stated value of the work for insurance purposes, and
- (iv) If the Lender does not state a value for the work or the Lender cannot produce reasonable evidence of the work's stated value, LAM may either (a) require the Lender to maintain its own insurance on the work or (b) insure the work in an amount determined by LAM (provided that such determination shall not be construed for any purpose to be an appraisal by LAM).

The all-risks insurance policy shall include coverage against all risk of physical loss or damage from any cause, whilst in transit and on location in the gallery, with the value stated in Dollars. Valuation of the loan(s) is made by the Lender and approved by LAM. This is an Agreed Value and cannot be disputed in the case of damages. It is listed on the Loan Agreement.

9. Neither the execution of this Agreement nor the provision of insurance coverage at the Lender's stated value shall constitute an endorsement or approval of the Lender's stated value by LAM, for any purpose whatsoever. LAM's fine arts policy contains the usual exclusions for 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, gradual deterioration, insects, vermin and inherent vice, and for damage sustained due to and resulting from any repairing, restoration, or retouching process unless caused by fire and/or explosion. 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, thereby releasing LAM, each of the participating museums, and the Trustees, officers, agents, and employees of LAM and of each of the participating museums from liability for any and all claims arising out of such loss or damage.

10. If the Lender chooses to maintain his own insurance, before the date of this loan the Lender must provide to LAM a certificate of insurance naming LAM (and any participating museums) as an additional insured or waiving any rights of subrogation against LAM (and any participating museums). If the Lender fails to provide LAM (and any participating museums) with such a certificate, this Agreement shall constitute a release of LAM (and any participating museums) from any liability in connection with the work. LAM cannot accept responsibility for any error or deficiency in information furnished to the Lender's insurer for any lapses in the Lender's insurance coverage.

11. The Lender is responsible for updating insurance valuations. The amount payable by an insurance policy is the sole recovery available to the Lender in event of loss or damage.

### 11. EXAMINATION AND DISPOSAL RIGHTS

LAM assumes the right, unless specifically denied by the Lender, to examine the work by all modern photographic means available. Information thus gathered will remain confidential and will not be published without the written consent to the Lender. It is understood that LAM will not clean, restore, or otherwise alter the work without the consent of the Lender unless (a) immediate action is required to protect the loaned property or other property in custody of LAM or (b) the loaned property has become a health and safety hazard. See California Civil Code #1899.6.

### 11. PHOTOGRAPHY

The Lender will provide reproductions of the loan object(s) to the Borrower and grants the Borrower license to use these images for museum activities, including but not limited to catalogues and educational or marketing material.

It is understood that still photography taken by museum visitors for private, noncommercial use is permitted unless otherwise stated in writing by the Lender. The use of flash photography is prohibited in the galleries at all times.

### 12. RETURN OF LOANS

LAM's right to return the work shall accrue absolutely at the termination of the loan. If LAM, after making all reasonable efforts and through no fault of its own, shall be unable to return the work within sixty days after such termination, then LAM shall have the absolute right to place the work in storage, to charge regular storage fees and the cost of insurance therefore, and to have and enforce a lien for such fees and costs. If after three years the work is not withdrawn, it may be deemed to become the unrestricted property of LAM.

### 13. SECURITY

LAM agrees to safeguard the loan(s) under generally accepted conditions of control and security during the entire time they are on his premises. LAM agrees to take such security measures to safeguard the work as it would in safeguarding comparable artworks of its own, which security measures shall include provision of museum guards when the museum is open to the public and may include, as appropriate, barriers, plinths and showcases. In order to keep the loan(s) secure whilst on his premises and to ensure that the public does not touch or otherwise damage the work(s), LAM must ensure that the exhibition venue complies with fire safety regulations and that museum guards are fully prepared for action in the event of danger. Smoking, eating and drinking shall be prohibited in the exhibition areas. The Lender reserves the right to inspect the loan(s) whilst they are on exhibition. Upon request LAM provides the Lender with a Facility Report prior to the signing of the Loan Agreement so as to enable the Lender to assess the environment, security and logistical implications of lending to this venue.

### 15. SCOPE OF AGREEMENT

This Agreement contains the entire of understanding of the parties in respect of the subject matter hereof and no modification, exception, or reservation may be made hereto other than by a written agreement executed by the Lender and an authorized official of LAM. Acceptance of this loan does not imply the work or works listed on the face of this Agreement will necessarily be placed on public display. This Agreement shall be governed and shall be construed in accordance with the laws of the State of California.

# LAGUNAARTMUSEUM

307 Cliff Drive Laguna Beach, CA 92651-1623  
(T) 949.494.8971 (F) 949.494.1530  
[www.lagunaartmuseum.org](http://www.lagunaartmuseum.org)

## LIST OF WORKS

Artist: Thomas Lorraine Hunt

Title: *Snow Scene*

Date: c.1932

Medium: Oil on canvas

Dimensions: 28 x 30 inches

Framed dimensions: 31" x 33" x 2"

Credit line: The Ruth Stoeber Flemming Collection of Southern California Art at Newport Harbor High School

Insurance value: \$ 25,000.00