



The Metropolitan Museum of Art
 1000 Fifth Avenue, New York, NY 10028-0198
 Tel 212-879-5500 Fax 212-988-2140

Exhibition Loan Agreement

Return this form to: Jane Adlin

Exhibition Jewels by JAR

Venues and dates The Metropolitan Museum of Art November 19, 2013–March 09, 2014

Lender Mr. and Mrs. Leon D. Black

Address 760 Park Avenue, 7th Floor, New York, NY 10021 USA

Telephone 212-288-5578 Fax _____ Email [REDACTED]

Name of artist or attribution See Attachment A

Object or title See Attachment A

Medium or materials See Attachment A

Date of work _____ Inventory number _____

Does date appear on work? Yes No _____

Is the work signed? Yes No _____

Work is two-dimensional: Height without frame _____ Width without frame _____

Height with frame _____ Width with frame _____

Work is three-dimensional: Height _____ Width _____

Depth _____ Weight _____

The information supplied by the Lender has not been verified by the Metropolitan Museum and consequently is not to be taken as an expression of opinion by the Metropolitan Museum.

The Lender agrees that the work will remain the property of the Lender while on loan to the Metropolitan Museum and, further, that the work will not be offered for sale or sold during the term of the loan.

The Lender warrants that he/she has full legal title to the work or that he/she is the authorized agent of the owner of the work.

● Exact form of Lender's name for exhibition label and catalogue:

PRIVATE Collection

Return WHITE copy to Metropolitan Museum

Retain BLUE copy for Lender's file

Continued on reverse

Insurance

The Metropolitan Museum will exercise the same care with respect to the work as it does in the safekeeping of its own property. The loan will remain in the possession of the Metropolitan Museum and/or other museums participating in the exhibition for the time specified in this agreement.

The Metropolitan Museum will arrange for the insurance of the loan on a wall-to-wall basis for the value stated below, using United States Government Indemnity and/or fine-arts insurance. The Metropolitan Museum's all-risk fine-arts policy is subject to the following exclusions: wear and tear, gradual deterioration, inherent vice, or loss or damage sustained due to or resulting from any repairing, restoration or retouching process, war risks (except in overseas transit), nuclear reaction, nuclear radiation, radioactive contamination, and terrorism on site. **SEE ATTACHMENT B**

The Lender agrees that in the event that the work is lost or damaged, recovery will be limited to such amount as may be paid by the insurer or the United States Government as Indemnitor and hereby releases the Metropolitan Museum from any further liability for claims arising out of such loss or damage.

- Insurance value of work (U. S. currency): **SEE ATTACHMENT A**

If the Lender elects to maintain his/her own insurance, please provide the name and address of the insurer:

If the Metropolitan Museum will be expected to pay the premium, what is the estimated cost of the premium? _____

If the Lender elects to maintain his/her own insurance, the Metropolitan Museum must be supplied with a certificate of insurance naming The Metropolitan Museum of Art as additional assured and waiving subrogation against The Metropolitan Museum of Art and its agents. If the Lender elects to maintain his/her own insurance, the Metropolitan Museum shall be released from any liability in connection with the work. The Metropolitan Museum will accept no responsibility for any error or deficiency in information furnished to the Lender's insurers or for lapses in coverage.

Photography and Reproduction

- Please send one 8 x 10 inch black-and-white photograph and one 4 x 5 or 8 x 10 inch color transparency of the work to the exhibition curator. A digital image on disc with a resolution of at least 300 dpi may be substituted for the transparency.

If a photograph, transparency, or digital image is not available, where can the Metropolitan Museum obtain one? _____

Unless permission to do so has been specifically denied in writing by the Lender at or prior to the time this agreement is issued, the Metropolitan Museum is authorized to photograph and/or reproduce in any media the work listed on the reverse for archival and educational purposes, for fund-raising and publicity related to the exhibition, and in all publications related to the exhibition. This permission includes, but is not limited to, use on the Metropolitan Museum's internet website, the website(s) of the exhibition's sponsors, and the websites maintained by news media organizations.

Shipping

The Metropolitan Museum will assume all costs of packing and transportation of the work. The Registrar or the Metropolitan Museum's agent will contact the Lender approximately three months before the opening of the exhibition to arrange details of packing and shipping.

Return of work

The work will be returned only to the Lender or to his/her representative as authorized in writing.

Address:

760 PARK AVENUE, 7TH FLOOR, New York, NY 10021

Signature

The Lender declares that the information listed above is correct, and that he/she has read and accepts the conditions of this agreement. If the work is jointly owned, each owner should sign the form.

• Signed: _____ Date: _____

(Lender or authorized agent)

Name: _____ Title: _____

ATTACHMENT A TO EXHIBITION LOAN AGREEMENT

Jewels by JAR

The Metropolitan Museum of Art: November 19, 2013–March 09, 2014

Lender: Mr. and Mrs. Leon D. Black

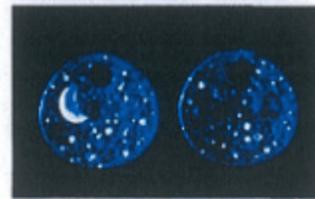
JAR
Hoop Earrings
2010
Emeralds, diamonds, platinum, gold
JAR.50

Insurance value of work (U. S. currency): 2,500,000 \$



JAR
Earrings
2010
Sapphires, moonstone, diamonds, silver, gold
JAR.87

Insurance value of work (U. S. currency): 500,000 \$



JAR
Catkin Earrings
2008
Sapphire, bronze, silver, gold
JAR.150

Insurance value of work (U. S. currency): 120,000 \$



JAR
Stalactite Earrings
2010
Diamonds, silver
JAR.165

Insurance value of work (U. S. currency): 530,000 \$

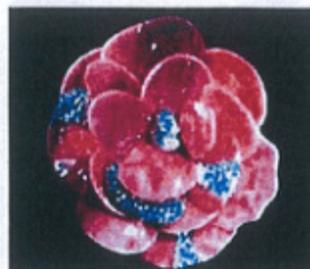


Jewels by JAR

The Metropolitan Museum of Art: November 19, 2013–March 09, 2014

JAR
Camelia Brooch
2008
Sea shells, diamonds, silver, gold
JAR.172

Insurance value of work (U. S. currency): 175,000 \$



JAR
Earrings
2009
Moonstones, sapphires, zircons, diamonds, silver, gold
JAR.196

Insurance value of work (U. S. currency): 110,000 \$



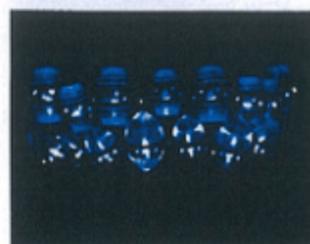
JAR
Ring
2011
Diamonds, platinum
JAR.215

Insurance value of work (U. S. currency): 7,000,000 \$



JAR
Bracelets
2011
Moonstone, agate, diamond, silver, gold
JAR.238

Insurance value of work (U. S. currency): 170,000 \$



JAR
Sphere Earrings
2011
Diamonds, silver, gold
JAR.255

Insurance value of work (U. S. currency): 350,000 \$

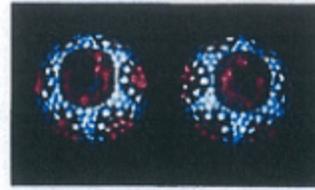


Jewels by JAR

The Metropolitan Museum of Art: November 19, 2013–March 09, 2014

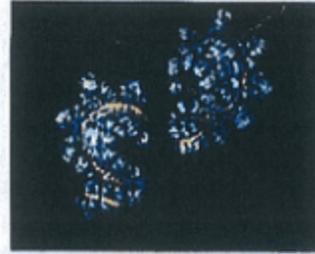
JAR
Earrings
2012
Rubellites, sapphires, diamonds, silver, gold
JAR.290

Insurance value of work (U. S. currency): 235,000 \$



JAR
Fern Brooches
2006
Garnets, sapphires, silver, gold
JAR.311

Insurance value of work (U. S. currency): 500,000 \$



JAR
Seesaw Earrings
2010
Kunzites, sapphires, diamonds, platinum, silver, gold
JAR.329

Insurance value of work (U. S. currency): 200,000 \$



JAR
Earrings
2001
Diamonds, emeralds, silver, gold
JAR.387

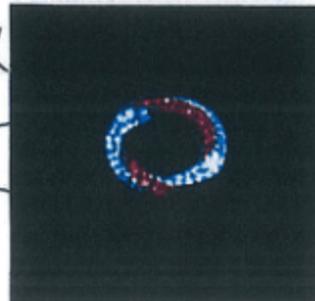
Insurance value of work (U. S. currency): 500,000 \$



~~JAR
Cord Ring
2001
Rubies, diamond, silver
JAR.390~~

~~Insurance value of work (U. S. currency): _____~~

not JAR's X



Jewels by JAR

The Metropolitan Museum of Art: November 19, 2013–March 09, 2014

JAR
Ring
2012
Ruby, diamonds, platinum
JAR.547

Insurance value of work (U. S. currency): 8,000,000 \$



JAR
Fan Earrings
2012
Moonstones, diamonds, gold, silver
JAR.573

Insurance value of work (U. S. currency): 150,000 \$



JAR
Triple Hoop Earrings
2012
Zircons, diamonds, platinum
JAR.648

Insurance value of work (U. S. currency): 350,000 \$



JAR
Flexible Bracelet
2011
Diamonds, platinum
JAR.661

Insurance value of work (U. S. currency): 200,000 \$



Attachment B
to
Exhibition Loan Agreement

Insurance (continued)

The Metropolitan Museum agrees to provide, at its own expense, all-risk fine arts insurance coverage for the safekeeping and preservation of the items loaned pursuant to this agreement and listed on Attachment A hereto (herein referred to collectively as the “work”) under its blanket fine arts policy (the “Policy”). The Metropolitan Museum represents that the Policy provides insurance coverage for loss or damage to the work (and each separate item thereof) and that such coverage extends up to the full value stated on Attachment A hereto (the “Insurance Value”). The Metropolitan Museum further represents that all claims for the work under the Policy, whether for full or partial damage, will be based on the Insurance Value. Prior to taking custody of the work, the Metropolitan Museum shall provide the Lender with a Certificate of Insurance evidencing the forgoing coverage made out in favor of the Lender and naming the Lender as an additional insured and loss payee. The Metropolitan Museum agrees that the only exclusions in the Policy are those set forth in this agreement.

The Metropolitan Museum will comply with all terms and conditions contained in the Policy relating to the insurance coverage for the work. The Metropolitan Museum shall maintain the Policy at all times while the work is in its possession and custody and during the entire loan period specified in the Venues and dates section of this agreement. The Metropolitan Museum shall immediately notify the Lender of any cancellation or material change in the Policy or its insurance coverage with respect to the work. In the event the Metropolitan Museum breaches any of the obligations set forth in this paragraph or any of its representations set forth in the preceding paragraph, and, as a result of such breach, the insurance coverage for the work is forfeited or the work is otherwise not covered by the Policy as represented, the Metropolitan Museum shall bear all risk of loss with respect to the work up to the Insurance Value. Any inaction by the Lender regarding the foregoing required notice shall not release the Metropolitan Museum from liability for loss or damage. In the event an insurance payment is made under the Policy, the Metropolitan Museum will be responsible to the Lender for any deductible under the Policy.

In the case of loss or damage, the Lender agrees to use reasonable efforts to enable the Metropolitan Museum to submit and pursue a claim for insurance coverage. Except as otherwise provided in the preceding paragraph in the case of a breach by the Metropolitan Museum, the Lender agrees that in the case of loss or damage, recovery shall be limited to the amount paid by the Metropolitan Museum’s insurers, provided that, in the case of total loss or damage where the Metropolitan Museum’s insurers pay less than the full Insurance Value, or in the case of partial

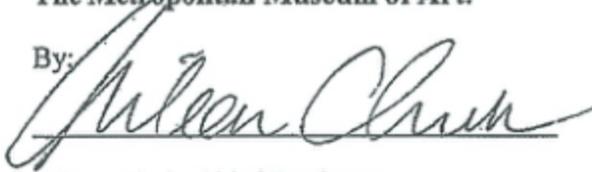
loss or damage where there is disagreement between the Lender and the Metropolitan Museum's insurers about the value of the claim: (i) the Lender is given the opportunity to appoint a qualified expert appraiser to represent her interests in any arbitration procedure to settle the value of any such claim and (ii) the Metropolitan Museum pays all costs (including the cost of any appraisers) reasonably incurred by the Lender to settle each such claim with the Metropolitan Museum's insurers. An insurance claim will be handled pursuant to the terms of the Policy.

Signature

The undersigned, on behalf of the Metropolitan Museum of Art, acknowledges that she has read and agrees to each and all of the terms and conditions of this agreement (including Attachment A and Attachment B which are incorporated into and form a part of this agreement) and certifies that she is authorized to sign this agreement on behalf of the Metropolitan Museum of Art.

The Metropolitan Museum of Art:

By:

A handwritten signature in black ink that reads "Aileen Chuk". The signature is written in a cursive style and is positioned above a horizontal line.

Aileen Chuk, Chief Registrar

Lender

A handwritten signature in blue ink that reads "Debra R. Black". The signature is written in a cursive style and is positioned above a horizontal line.

Debra R. Black

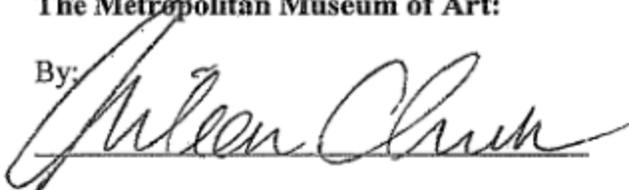
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The Metropolitan Museum of Art:

By:

A handwritten signature in cursive script, appearing to read "Aileen Chuk", written over a horizontal line.

Aileen Chuk, Chief Registrar

Lender

Debra R. Black