

# City Contract

Version 5.3 released on 4/9/24

This form should be used for all types of contracts including Agreements (excluding Grant Agreements), Contracts, CBAs, MOAs, and MOUs. In addition to requests for New Contracts, Amendments and Renewals, this form should be used for Statutory Change Orders, Quantity Adjustments, Final Payments and Permission to Continue requests.



<b>CITY COUNCIL USE ONLY</b> Date Received: _____ Committee Date: _____ 1 <sup>st</sup> Agenda Date: _____	Tracking #: _____ Committee: _____ Hearing Date: _____ 2 <sup>nd</sup> Agenda Date: _____	<b>CITY CLERK USE ONLY</b> <input type="checkbox"/> Scanned      Date: <u>06.25.2025</u> <input type="checkbox"/> Posted      Item #: <u>2506.01586</u>
---	--	---

**All department items requiring Council approval must be submitted through the Mayor's Office.**

## Primary Details

### Contract Phase

☒ **New Contract**    ☐ Renewal    ☐ Amendment    ☐ Statutory Change Order    ☐ Supplemental  
 Documentation    ☐ Quantity Adjustment    ☐ Final Payment    ☐ Permission to Continue    ☐ IDP  
 Formal Acceptance    ☐ Terminate/Cancel

### Data Sharing

☐ Yes    ☐ No

*This contract will involve data sharing or data transfers.*

### Board Approval

### Other Board Name

Gilcrease Board of Trustees

### City Council Approval

☒ Yes    ☐ No

### Contract Number

139867

### Department

Gilcrease Museum

### Contact Name

Susan Buchanan

### Email

susan-buchanan@utulsa.edu

### Phone

918-596-2765

### Vendor Name(s)

Gilcrease Museum  
Management Trust

### Vendor Number

5107

### Description (Subject)

Loan of one (1) painting to Seattle Art Museum.

*This should match the Munis description field but should be different from Contract Type or Subtype*

### Contract Type

Misc. Agreements

### Contract Subtype

Other Misc. Agmts

### Bid/Project Number

### Contract Amount

### Site Address

### Site Parcel No.

*IDP, Real Property, or other property related contract address*

## Budget

### Contract Funding Type

☒ **No Payment Involved**

☐ Revenue Contract

☐ Expense Contract

*Affidavit of Claimant should be attached to the contract for Expense Contracts*

### Funding Source(s)

*Enter the funding source(s) using the appropriate Munis funding format: Org (Allocation Code)-Object-Amount (1001211-531401-\$10.00) or Project String-Amount (144104.AbstrTitle5413102.6001-4043122-541102-\$30,000.01)*

### TOTAL:

## Approvals

Department: \_\_\_\_\_

Legal: \_\_\_\_\_

Board: \_\_\_\_\_

Mayor: \_\_\_\_\_

Other: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 6/18/25

Date: \_\_\_\_\_

Date: JUN 25 2025

Date: \_\_\_\_\_

## Policy Statement

### Background Information

The Seattle Art Museum wishes to borrow the painting, "Crucified Land" by Alexandre Hogue.. The Gilcrease Curatorial Council and Board of Trustees have approved this request.

---

*Provide background information on the requested action.*

### Summation of the Requested Action

We respectfully request Mayoral and Council approval of the attached loan request.

---

*Summarize the pertinent details of the requested action*

### Other Pertinent Details

Please return two (2) copies of the completed agreement in inter-office mail to Gilcrease Museum, attention Susan Buchanan. Please contact Susan Buchanan at 918-596-2765 or susan-buchanan@utulsa.edu when ready in the mailbox for pickup.

---

*Provide any additional information that should be considered when considering approval of this contract document*

## Processing Information for City Clerk's Office

### Post Execution Processing

- ☐ Mail vendor copy (addt'l signature copies attached)
- ☐ Must be filed with other governmental entity
- ☐ Addt'l governmental entity approval(s) required

### Additional Routing and Processing Details

---



# GILCREASE MUSEUM

*Thomas Gilcrease Institute of American History and Art*

## OUTGOING LOAN AGREEMENT

**PLEASE SIGN & RETURN ALL COPIES OF THIS AGREEMENT TO THE GILCREASE MUSEUM;  
A COUNTERSIGNED COPY WILL BE RETURNED TO YOU**

*Please initial and date each page and sign on page 4 as indicated*

### Lender

Gilcrease Museum  
800 S. Tucker Drive  
Tulsa, Oklahoma 74104  
Contact: Alicia Perkins, Registrar  
Telephone: (918) 596-2732  
alicia-perkins@utulsa.edu

### Borrower

Seattle Art Museum  
1300 1<sup>st</sup> Avenue  
Seattle, Washington 98101  
Contact: ~~Megan Peterson~~ *Jennifer Garpman*, Registrar for Exhibitions  
Telephone: ~~(206) 344-5269~~ *206-654-1391*

*jenniferg@seattleartmuseum.org*

**Purpose of Loan:** Exhibition, "Beyond Mysticism: The Modern Northwest"

**Commencing:** Feb. 2, 2026

**Terminating:** August 31, 2026

**Venues:** Seattle Art Museum

**Credit line for catalog, label, and publicity:** Gilcrease Museum, Tulsa, Oklahoma

<i><b>GM Number</b></i>	<i><b>Description</b></i>	<i><b>Value in U.S. Dollars</b></i>
01.2000	"Crucified Land" by Alexandre Hogue (oil on canvas)	\$500,000.00

### Conditions Governing Outgoing Loans

#### Conservation

The City of Tulsa, Oklahoma, a municipal corporation, doing business as the Thomas Gilcrease Institute of American History and Art, also known as Gilcrease Museum (hereinafter referred to as "Gilcrease Museum," "GM" or as "Lender") requires that objects be protected from fire, theft, mishandling, dirt, destructive organisms, and extremes of light, temperature and humidity while in the Borrower's custody, subject to the limitations stated within this document.

Any evidence of damage not described in the GM condition report at the time of receipt will be reported immediately to the GM Registrar.

No alteration, restoration, or repair will be undertaken without written authorization by GM. The Lender certifies that the objects lent are in such condition as to withstand ordinary strains of packing and transportation.

GM retains the right to determine when, if, and how long objects borrowed will be exhibited.

*[Signature]*



## Minimum Loan Requirements

In addition to any special conditions or circumstances specified by Gilcrease Museum on a case-by-case basis, all Borrowers are bound by the following minimum parameters:

- Undersigned Borrowers acknowledge and agree that they are accredited by the American Association of Museums (AAM) at the time the request is submitted, and that accreditation will be maintained for the duration of the loan. Gilcrease Museum should be immediately informed of any lapse in accreditation status that occurs at any time during the loan process or period.
- Borrowers agree to pay the standard loan fee of \$500 per item per venue.
- Borrowers shall bear the burden of all loan-related costs, including but not limited to appraisal fee, insurance, conservation assessment/ treatment, photography, transportation, crating, all related courier costs including travel and per diem, and any other fees necessary to accommodate the execution of the loan.

## Temperature & Relative Humidity

There must be facilities for control of relative humidity and temperature in galleries, storage, and packing areas where GM objects are located. Relative humidity must be maintained in the range of 45% to 55% and temperature in the range of 67° to 77°F (19° to 25°C). Relative humidity fluctuation exceeding 5% during a 24-hour period is not permitted. There must be a system for monitoring and recording temperature and relative humidity that conforms to accepted museum practices; relative humidity should be monitored and documented using a psychrometer or a recording hygrothermograph, which must be calibrated regularly. GM reserves the right to request periodic environmental level values.

## Light Levels

1. Natural, quartz, and florescent light must be filtered for ultraviolet radiation.
2. Works of art on paper must be stored and exhibited only in incandescent light.
3. Exhibition lights in galleries where GM objects are located should be turned off when those galleries are closed to the public.
4. Light levels must be measured with a calibrated footcandle/lux meter and must not exceed the following levels:

<i>Paintings</i>	20 footcandles (215 lux)
<i>Graphics</i>	
Watercolors, pastels, color, or hand-colored prints, drawings, color photographs, black-and-white prints	5 footcandles (53 lux)
<i>Photographs</i>	10 footcandles (107 lux)
Black-and-white photographs	
<i>Objects</i>	
Light-sensitive materials (ivory, textiles, skins)	5 footcandles (53 lux)
Other Materials	20 footcandles (215 lux)

## Transportation & Condition Reporting

The cost of packing and transportation will be borne by the Borrower. The method, means and time of transport is subject to review and approval by GM. GM requires shipment with a fine arts carrier, including two drivers and a temperature controlled environment. Crates are mandatory; no soft packing is allowed. Alternate methods of shipment must be agreed upon by both parties. Customs formalities and government regulations will be adhered to for international shipments. GM will assure that said objects are adequately and securely packed, and provide any special instructions for unpacking and repacking. Objects must be returned in the same or similar materials as received unless otherwise authorized by GM.

GM will send Borrowers a written report of condition of objects prior to shipment, or include such report with the shipment itself. Otherwise, it will be assumed that objects are received in the same condition as when leaving the Lender's possession. It is expected that all condition report assessments will be performed by trained museum professionals and include photographic images when applicable. Periodic condition reports will be forwarded to GM on arrival and departure. All return shipments of loaned materials to GM must be accompanied by the original GM completed condition reports noting the condition of loaned items upon installation and deinstallation at all venues.

## Couriering

GM reserves the right to require a courier to oversee the transportation, installation and deinstallation of loaned items at any domestic venue and at all international venues. The Borrower will be responsible for paying all costs associated with the performance of courier duties, including but not limited to: air travel to and from venue(s) and/or trucking with loaned materials via a recognized fine art carrier according to terms outlined in transportation condition above, related local transportation at venue city/region (whether traveling with or without loaned materials in tow), hotel accommodations within reasonable distance to venue, and per diem including all meals and incidentals.

Per Diem Requirements: Please note that for all domestic courier travel, GM requires the provided per diem to be of an amount not less than that specified by the U.S. General Services Administration at the time of trip commencement ([www.gsa.gov](http://www.gsa.gov)). For international travel, GM requires the provided per diem to be of an amount not less than that

specified by the U.S. Department of State for that country and city/region at the time of trip commencement ([www.state.gov](http://www.state.gov)). In the event that necessary expenses exceed the allocated per diem amount, the Borrower will be responsible for reimbursing the excess amount to GM or its courier representative.

Air Travel Requirements: Please note that to minimize the potential for jet lag interfering with the thorough and responsible execution of couriering duties, GM requires that Borrowers provide business class travel arrangements, regardless of whether traveling with artwork in tow, for all flights lasting more than five hours.

## Insurance

Objects will be insured by the Borrower under an "all risk" wall-to-wall fine arts policy and GM will be provided an appropriate Certificate of Insurance. Such Certificate of Insurance must be received and approved by GM before materials to be lent will be permitted to leave the custody of the Lender. Insurance will be procured in the amount specified by GM, which must reflect fair market value at the time of the loan. Said value is not to be considered an appraisal.

The amount payable by an insurance policy is the sole recovery by GM in the event of loss or damage.

## Photography and Credit

It is hereby understood that any photography, telecast, or reproduction of the object(s) lent for education, catalogue, and publicity purposes can only be done with permission by GM. It is understood that object(s) on exhibition may be photographed by the general public without the use of flash or tripod.

To obtain or request information concerning digital or photographic images, rights or reproductions, please contact the Intellectual Property and Copyright Manager, Diana Cox, at (918) 631-6442, [diana-cox@utulsa.edu](mailto:diana-cox@utulsa.edu).

Unless otherwise instructed in writing, the Borrower will give credit to GM in any publication in the following manner: Gilcrease Museum, Tulsa, Oklahoma.

## Display Conditions

1. No GM loan may be displayed in close proximity to sources of heat, cold air, or in cases or vitrines where the temperature exceeds 77°F (25°C).
2. No food or beverages may be present in areas where GM loans are located, nor may smoking be permitted in those areas.
3. Two-dimensional objects loaned from GM must hang from walls by "D" rings or mirror hangers only, no wire is permitted.
4. Only non-invasive security devices, such as L-brackets, are permitted. All security devices in direct proximity to loaned materials must be approved by the GM Registrar.

## Return of Loans

Unless otherwise agreed in writing, a loan terminates on the date specified on the face of this agreement. The loan agreement may be terminated by either party if reasonable notice is provided in writing. Upon termination of a loan, the Borrower is on notice that a return must be affected. All notices to the Borrower regarding termination of the loan are considered sufficient if sent by Federal Express to the Borrower at the address given in this record. Unless otherwise notified in writing, the Borrower will release loaned object(s) only to GM.



This agreement shall be construed in accordance with the laws of the State of Oklahoma.

**Signatures and Agreement of Terms**

THE LENDER/BORROWER ACKNOWLEDGES HE/SHE IS BOUND BY THE PROVISIONS, CONDITIONS, AND REQUIREMENTS OF THE GILCREASE LOAN AGREEMENT. THE LENDER/BORROWER ACKNOWLEDGES READING THE CONDITIONS OF THIS LOAN, AGREES TO ABIDE BY SAID CONDITIONS AND CERTIFIES THAT THE SIGNER IS AUTHORIZED TO AGREE THERETO BY SIGNING BOTH COPIES OF THIS DOCUMENT AND RETURNING ONE COPY TO THE REGISTRAR.

Signature of acceptance of above conditions and terms as listed on this and all preceding pages of this document:

**Executed by:**

\_\_\_\_\_  
The Honorable Monroe Nichols IV  
Mayor of the City of Tulsa, Oklahoma

\_\_\_\_\_  
Date

**Attested by:**

\_\_\_\_\_  
Deputy City Clerk, City of Tulsa

\_\_\_\_\_  
Please print name

\_\_\_\_\_  
Date

**Approved by - Lender: CITY OF TULSA, D/B/A GILCREASE MUSEUM**

 \_\_\_\_\_  
Brian Lee Whisenhunt, Executive Director and CEO


Brian Lee Whisenhunt  
Please print name

3.4.25  
Date

\_\_\_\_\_  
On behalf of the City of Tulsa City Council

\_\_\_\_\_  
Please print name

\_\_\_\_\_  
Date

 \_\_\_\_\_  
On behalf of the Board of Trustees

Teresa Meinders Burkett  
Please print name

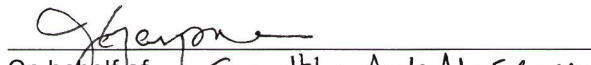
3-4-2025  
Date

 \_\_\_\_\_  
On behalf of the City of Tulsa legal department

William T. Walker  
Please print name

6/18/25  
Date

**Approved by - Borrower:**

 \_\_\_\_\_  
On behalf of Seattle Art Museum

5.7.25  
Date

JENNIFER GARPNER, REGISTRAR FOR EXHIBITIONS  
(Please type or print name and title of above representative)

