

## **Art Exhibition Agreement (Exhibitor Insured)**

\_\_\_\_\_, hereafter referred to as “the Lender,” agrees to loan the items listed in Exhibit A to Trinity University, hereafter referred to as “the Exhibitor,” for exhibition on view from \_\_\_\_\_ through \_\_\_\_\_. The exhibition dates are firm unless the Lender and the Exhibitor mutually agree to extend such exhibition. The Lender warrants that the Lender is the owner or authorized possessor of the items and has the authority to execute this agreement and to carry out the terms and conditions expressed herein. The title of the exhibit shall be \_\_\_\_\_.

1. The Lender is responsible for the safe packaging of all items included in the exhibit for both the delivery and the return of the exhibit.
2. The Exhibitor will exercise the same care with respect to the exhibition as it does its own private property. Items shall remain in the condition in which they are received and may not be unframed, rematted, remounted, or altered in any way without the permission of the Lender. The Exhibitor will be responsible for maintaining constant protection of the exhibit against fire, theft, vandalism, extreme fluctuations in the environment, direct sunlight, mishandling by inexperienced persons or the public, and other conditions that may result in loss or damage. The Exhibitor will retain the original shipping containers in a clean indoor space, and, if requested in writing by the Lender, will acclimate the shipping containers to the conditions of the exhibition environment forty-eight (48) hours prior to packing. It is understood that objects will be repacked using the same or similar materials in the same manner as received unless a change is authorized in writing by the Lender.
3. The Lender hereby warrants that no claim to copyright exists or that the actions herein contemplated by the Exhibitor will not infringe upon such copyright claim if it does exist. Unless permission is expressly refused herein, it is understood that during the loan period any object of the exhibit may be photographed, telecast, or reproduced for publicity, publication, and educational purposes solely connected with this exhibition, and that such material may be used for future educational purposes.
4. Prior to signing this agreement, the Artist agrees to disclose in writing to the [Institution] any danger, whether visible, hidden, potential, actual, intentional or unintentional an exhibit item possesses.

5. The Lender agrees not to withdraw the items during the period of this loan without good reason satisfactory to the Exhibitor. The exhibit and all parts thereof shall remain in the custody of the Exhibitor for the duration of the exhibition, but may be withdrawn from the exhibition at any time by the Exhibitor. The Exhibitor reserves the right to excluded or remove any work prior to or during an exhibition at any time.
6. Unless the Lender specifies otherwise, the Exhibitor will insure the items for the amount of value or retail price declared by the Lender in Exhibit A against all risks of physical loss or damage for which commercial property insurance is available while the items are on location under the Exhibitor's custody. The Lender agrees that, in the event of loss or damage, recovery shall be limited to the direct damage, of such amount as may be paid by the insurer, either for repair or replacement, hereby releasing the Exhibitor, its trustees, officers, and employees from liability for any and all claims arising out of such loss or damage. The Lender is entitled to no more than the declared value in Exhibit A for the items being loaned. The Exhibitor shall not be responsible for any indirect losses to the Lender, including but not limited to the loss of income or use. The Lender agrees to cooperate with the Exhibitor and the Exhibitor's insurers in the claim settlement process. The Exhibitor shall be responsible for any losses of bodily injury arising from the exhibit while in the Exhibitor's custody except for claims arising from the exhibits inherent risks not disclosed by the Lender in paragraph 4.
7. The Exhibitor will not be held responsible for delays in the transportation of the items due to such unanticipated events involving poor weather, transportation, strikes, etc.
8. Unless the Lender is notified in writing to the contrary before the opening of the exhibition, the loaned item(s) will be shipped to arrive at the address listed on the agreement no later than three weeks before opening.
9. Unless the Exhibitor is notified in writing to the contrary before the close of the exhibition, the loaned item(s) will be returned to the Lender at the address listed on the agreement no later than three weeks after the closing.

10. The address for the Lender for the delivery of items shall be:

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

11. The address for the Exhibitor for the delivery of items shall be:

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

12. Financial Terms and Conditions

- a. Lender agrees to pay for any and all shipping and transportation costs including but not limited to transit insurance. Delivery and shipment shall be Exhibitor's dock. (NOTE: If the Exhibitor feels compelled to pay for transportation expenses, the Exhibitor may agree to reimburse the Lender for shipping costs, but the Lender should remain responsible for contracting with the transportation company.)
- b. [Insert any additional financial or professional responsibilities agreed by the Lender and the Exhibitor.]

13. Publicity Terms [Insert any publicity terms here.]

14. This agreement shall be subject to the laws of the State of Texas. Any legal claims shall be decided in the courts of the State of Texas.

15. No Waiver. Any failure or delay in the enforcement of the rights detailed in this Agreement by CONSULTANT or the UNIVERSITY shall not constitute a waiver of those rights or be deemed a basis for estoppel. CONSULTANT and the UNIVERSITY may exercise their rights under this Agreement despite the delay or failure to enforce the rights.

16. The foregoing constitutes the entire agreement of the parties and neither this clause nor this agreement nor any subsequent modification may be made except in writing signed by both parties hereto. Any changes herein of printed text or written additions must bear the initials of the parties hereto.

For the Lender:

Authorized Signer: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

For the Exhibitor:

Authorized Signer: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Department Review: \_\_\_\_\_ Date: \_\_\_\_\_

