

Introduction

The Teiger Foundation *Hosting 101 Toolkit* provides templates and guidance for institutions, curators, and organizers involved in hosting or touring exhibitions.

The documents included here serve different purposes:

Page 2 - Sample Tour Prospectus Template: a communication tool used by originating venues to share exhibition details, images, and booking information with potential hosts.

Page 3 - Memorandum of Understanding (MOU): a preliminary framework for confirming intent and responsibilities before a full contract is executed.

Page 5 - Exhibition Booking Contract: What to consider for an agreement between a presenting venue and the organizer outlining terms for exhibition content, logistics, and care, with questions to consider while crafting it

Page 9 - Sample Tour Contract: a model for multi-venue exhibitions that includes detailed sections on financial arrangements, care of works, and liability.

Page 23 - Guest Curator Contract: a guide for formalizing responsibilities, fees, and timelines with independent curators.

Because hosting arrangements vary widely, depending on institutional size, structure, and curatorial approach, these materials are not meant to prescribe a single model. They are designed to be flexible and adapted to your own context.

Thank you to Independent Curators International, The David Winton Bell Gallery at Brown University, and Lauren Leving for sharing their resources and helping develop these materials.

Disclaimer:

These materials are provided as general reference only. They do not constitute legal advice, and Teiger Foundation, Independent Curators International, and The David Winton Bell Gallery at Brown University assume no responsibility for their use or interpretation. Institutions and individuals should consult their own legal counsel before adopting or modifying any of the sample agreements or provisions included here.

Sample Tour Prospectus Template

Exhibition title

Organized by:

Initial touring dates:

[Attention-grabbing artwork or installation image]

About the Exhibition

Exhibition overview, 250 – 400 words

Booking Information

- Available: *Availability start date and time period when the exhibition is available*
- Presentation period: *Display timeframe range. It's always helpful to include a minimum amount of time the exhibition should be on display.*
- Participation fee: *Include total participation or hosting fee, with a clear breakdown of how artist and curator compensation are covered.*
- Artist and curator fees: *Artist fees should follow [W.A.G.E. standards](#) whenever applicable, and a curator fee should be explicitly included if the project involves a guest curator not affiliated with the originating institution.*
- Hosting venue responsibilities: *Examples include installation, shipping, fees, travel, etc.*
- Space requirements: *Is the exhibition scalable? Include ideal square footage*
- Originating venue responsibilities: *Examples include didactics, loan coordination, existing accessibility materials, etc.*
- If there is an existing or in-progress catalog, include information on this.
- Adaptation notes. For example, if the originating curator is excited for the hosting curator to include local artists in the tour, share this!

Booking Contact

About the Artist(s)

Short bios, 150 – 300 words each

Checklist

[Sample images and/or link to additional installation photography]

For more information or to book *[exhibition title]*, please contact *[booking contact info]*.

*Originating curators can opt to include a sample touring budget within the prospectus or add a note that it is available by request.

Memorandum of Understanding

Between
[HOST INSTITUTION]
and
[ORIGINATING INSTITUTION]

This Memorandum of Understanding (MOU) sets for the terms and understanding between [HOST INSTITUTION] and [ORIGINATING INSTITUTION] to tour the exhibition [EXHIBITION TITLE].

Background

[ONE OR TWO SENTENCES DESCRIBING THE PROJECT BACKGROUND INCLUDING ORIGINATING CURATOR]

Purpose

This MOU will delineate the shared responsibilities of the tour of [EXHIBITION] from [ORIGINATING INSTITUTION] (opening DATE and closing DATE) to [HOST INSTITUTION] (opening DATE and closing DATE). In principle, [ORIGINATING CURATOR] will serve as the creative lead for [ORIGINATING INSTITUTION] presentation and will work closely with [RECEIVING CURATOR], on the presentation of the exhibition at [HOST INSTITUTION]. The [ORIGINATING INSTITUTION] will oversee registration and shipping for the tour. A formal exhibition contract will be issued between [ORIGINATING INSTITUTION] and [HOST INSTITUTION] in [ESTIMATED MONTH AND YEAR].

A touring fee of \$XXXXXX will be issued to [ORIGINATING INSTITUTION] in two equal installments. One \$XXXXXX payment will be issued upon the signing of the official contract and the second \$XXXXXX will be issued upon the closing of the exhibition at [HOST INSTITUTION]. Prorated shipping is currently estimated to be \$XXXXXX each for [NUMBER OF] venues (including [SECOND HOST INSTITUTION, IF APPLICABLE] following the presentation at [HOST INSTITUTION]).

Funding

This MOU is not a commitment of funds. It is a delineation of primary responsibilities and timelines for the project.

Duration

This MOU is at-will and may be modified by mutual consent of the partnering institution and [ORIGINATING INSTITUTION]. This MOU shall become effective upon signature by the partnering institution and [ORIGINATING INSTITUTION] and will remain in effect until modified or terminated by any one of the partners by mutual consent or the completion of the project.

Contact Information

[EXHIBITOR SIGNATORY]

[ADDRESS]

[EMAIL]

[ORIGINATING INSTITUTION SIGNATORY]

[ADDRESS]

[EMAIL]

Date:
([ORIGINATING INSTITUTION SIGNATORY])

Date:
([EXHIBITOR SIGNATORY])

Exhibition Booking Contract

Date:

Exhibitor:

I. Exhibition Title, Dates, and Payment

[EXHIBITION TITLE]

Opening Date:

Closing Date:

Participation Fee:

Deposit:

Balance:

Terms of Payment:

When is payment due? Who is responsible for e-transfer fees or taxes?

II. Exhibitor

[1st contact]:

Email:

[2nd Contact]:

Email:

Address:

City/State/Zip:

Country/Province:

Telephone:

Shipping Address (if different from above):

III. Exhibition and Related Materials

Exhibition: What exhibition is this agreement for? Who has permission to change the contents of the exhibition? How are changes communicated?

A) Deliverables: Is there a timeline to follow? What are the hosting venue's deliverables?

B) Labels/Panels: Who provides exhibition didactics? In what file type? How are changes communicated and approved?

C) Press Packet: Who is responsible for developing press material? What are those materials? How are materials approved?

IV. Conditions

A) Credit:

1. Credit Line: What is the credit line?
2. Where should the credit line be displayed?

B) Social Media / Reproduction Rights:

1. Is photography and/or videography allowed? For what purposes?
2. How should photo/video content be credited?

C) Transport:

1. Incoming shipping: This section should clarify who is responsible for incoming and outgoing shipping, both in terms of costs and labor. Are there specific requirements for transport? For example, fine art shipping or can it go by freight? Does the other party or a 3rd party need to approve the shipping plan? Who is responsible if there is a delay?

D) Standard of Care:

The Exhibitor shall treat works of art in this Exhibition as they would treat objects in their own collection.

1. Climate and Environmental Conditions:
What are the environmental conditions (temperature + humidity) of the hosting venue? Is it in line with the loan agreements? If conditions change, who needs to know?
2. Do any artworks have special light level conditions that need to be adhered to?
3. Are food and drink allowed in the gallery where the exhibition is on display?
4. Condition Reports:
Who is responsible for supplying condition reports? Who completes the condition reports? How are condition reports shared? And, when? If there is damage, how is that communicated? (A [condition report template](#) from American Alliance of Museums)
5. Storage of Crates:
How should crates and packing materials be stored? What are the conditions of your storage such as temperature and humidity?

6. Who is responsible for maintaining technology during the run of the show?

7. Is there an installation manual? If so, who provides it? Who approves the installation plan?

E) Exhibitor Staff Requirements:

Is there adequate staff to install the exhibition? If not, who is responsible for hiring additional staff?

F) Security:

What are the security requirements for hosting the exhibition? Security guards? Alarm systems?

G) Insurance:

1. Who is responsible for covering insurance?

2. In what circumstances is someone else held liable for damages?

H) Documentation:

1. What are the documentation requirements for the hosting venue? How many images? What type of images? How can these images be used?

2. Who is responsible for tracking press and how is it shared?

3. How are attendance stats shared?

V. Additional Conditions

A) Can the exhibition be adapted by the hosting venue? If so, in which ways? Who approves? Who is responsible for additional expenses?

B) Who is responsible for arranging public programs? Who is responsible for event expenses and honorariums?

C) Is the originating curator required to travel for a site visit? If so, who is responsible for expense, including accommodation, transportation, meals, etc. How many days? How is payment handled?

D) Is the originating curator required to travel for installation and opening? If so, who is responsible for expense, including accommodation, transportation, meals, etc. How many days? How is payment handled?

VI. Liability:

What are the terms of liability in case of delays or cancelation outside of either parties control?

VII. Agreement:

What are the cancellation terms for both parties?

What legal system will be used to interpret and enforce this contract?

[SIGNATURE OF EXHIBITOR]
Name, Title, Date

[SIGNATURE OF ORGANIZER]
Name, Title, Date

Sample Tour Contract

XXXXXXXXXXXXXX

And

XXXXXXXXXXXXXX

EXHIBITION AGREEMENT

THIS AGREEMENT ("Agreement") made this [DATE] day of [YEAR], by and between [ORIGINATING INSTITUTION], a [STATE] non-profit corporation, acting through the [MUSEUM OR GALLERY] and the [UNIVERSITY], on behalf of [HOST INSTITUTION] ("Exhibitor").

WITNESSETH:

WHEREAS, [ORIGINATING INSTITUTION] has prepared and assembled an exhibition consisting of various objects of art (the "Objects") enumerated in Addendum 1 to this Agreement (the "Exhibition"); and

WHEREAS Exhibitor wishes to display the Exhibition, at its facility located at the [ADDRESS] (the "Facility");

NOW THEREFORE in consideration of their mutual promises contained herein, and intending to be legally bound, the parties agree as follows:

1. DISPLAY OF EXHIBITION.

(a) [ORIGINATING INSTITUTION] agrees to lend and the Exhibitor agrees to display the Exhibition in the Facility from [DATE] (the "Opening Date") to [DATE] (the "Closing Date"). The Exhibition shall be shown under the title [TITLE]. The Exhibition shall be shown in a dignified and suitable manner, at the place named in this contract and approved by [ORIGINATING INSTITUTION]. Any proposed change in the exhibition site must be approved, in writing, by [ORIGINATING INSTITUTION] at least two (2) months prior to the Opening Date.

(b) The Exhibitor must show the Exhibition in its entirety unless otherwise agreed to by [ORIGINATING INSTITUTION].

(c) Exhibitor shall comply with all special instructions of [ORIGINATING INSTITUTION] relating to the care, handling, installing, presenting, and securing of any of the Objects in the Exhibition. Exhibitor will be informed of any special instructions no later than ninety (90) days before the Opening Date.

(d) The public shall be admitted to the exhibition without discrimination or segregation and regardless of race, color, creed, sex, age, or national origin. Additionally, every effort shall be made by the Exhibitor to provide full access to the Exhibition for disabled individuals.

(e) Any additional printed or visual materials prepared by the Exhibitor for inclusion in the Exhibition or for publicity, such as invitations, announcements, and press releases, must be approved in advance by [ORIGINATING INSTITUTION SIGNATORY] (email:). When printed or visual material has been approved, any future materials following that template may be printed without prior approval. If [ORIGINATING INSTITUTION] fails to approve a submission within three (3) business days, they shall be deemed approved.

2. FINANCIAL ARRANGEMENTS.

(a) Exhibitor shall pay to [ORIGINATING INSTITUTION] a Participation Fee of [FEE] U.S. dollars (\$0000.00) for organizing the Exhibition, publishing a book, and making it available to Exhibitor when available in print. [FEE] dollars (\$0000) of this fee shall be due upon signing this contract; the balance, [FEE] dollars (\$0000), shall be due within one month after the Opening Date. The Participation Fee compensates [ORIGINATING INSTITUTION] for the organization of the Exhibition, research,

conservation, wall to wall insurance provided by [ORIGINATING INSTITUTION], design, printing, and administrative expenses. This Participation Fee shall entitle Exhibitor to fifty (50) copies of the catalog for the Exhibition and to host the Exhibition. Additional catalogs may be ordered from [ORIGINATING INSTITUTION] at a 40% discount from the regular list price to be determined.

(b) The Exhibitor shall reimburse [ORIGINATING INSTITUTION] for an equally proportionate share of [ORIGINATING INSTITUTION]'s shipping and crating costs in connection with the Exhibition tour, as calculated by [ORIGINATING INSTITUTION] (such determination to be made on the basis of the total cost of shipping and crating the Exhibition to be divided by the total number of Exhibitors displaying the Exhibition). [ORIGINATING INSTITUTION] is an Exhibitor for the purposes of these calculations. This pro-rated amount is not to exceed [FEE] (\$0000). The actual figure is estimated to be [FEE] dollars (\$0000) calculated and assessed at the conclusion of the entire Exhibition tour split between [ORIGINATING INSTITUTION] and [TOURING VENUES]. Payment in full of this amount is due to [ORIGINATING INSTITUTION] within thirty (30) days of the Exhibitor's receipt of an invoice.

(c) Exhibitor shall pay all local costs in connection with its display of the Exhibition, including but not limited to loading and unloading, packing and repacking, installation and dismantling, technical equipment, couriers, printed materials, programs, publicity, opening events and any additional security. All costs associated with new and site-specific projects agreed upon by the artist and Exhibitor are local productions and costs are the sole responsibility of the Exhibitor.

(d) Transportation: [ORIGINATING INSTITUTION] shall arrange and pay for transportation for its Registrar and/or other suitable representative(s) (hereafter, "[ORIGINATING INSTITUTION] Staff") to travel to/from [LOCATION] for the Exhibition installation and de-installation (hereafter "Travel Period"). Exhibitor shall repay [ORIGINATING INSTITUTION] for authorized transportation costs via a transportation fee to be invoiced to Exhibitor following the finalization of each Travel Period and paid within 30 days of receipt of invoice. Modes of travel may include coach-class airfare, train, bus, and/or rental vehicle so [ORIGINATING INSTITUTION] Staff may safely and efficiently oversee transport

Objects to/from [LOCATION]. Travel details (dates, times, vehicle type, etc.) and total fares and/or vehicle rental fees including any required taxes and fees must be conveyed to and agreed upon by Exhibitor in advance of final bookings. Increases and/or fees resulting from changes made at the request of [ORIGINATING INSTITUTION] Staff after reservation(s) have been finalized will be [ORIGINATING INSTITUTION]'s fiscal responsibility. Increases and/or fees resulting from changes made at the request of Exhibitor will be charged to Exhibitor. In addition to mode(s) of travel, transportation costs for [ORIGINATING INSTITUTION] Staff may include: parking fee at airport, rail, or bus station during authorized travel periods; paid transportation to/from departure/destination airport, rail, or bus station; airline baggage fees (maximum of one (1) piece of checked baggage per inbound/outbound itinerary); paid transportation while in [LOCATION] for travel directly related to the business purpose of each trip; gas, tolls, and parking fees for a rental vehicle when directly related to the business purpose of each Travel Period ([ORIGINATING INSTITUTION] Staff will refuel rental vehicle(s) prior to return to avoid high refueling charges by the rental company).

(e) Lodging: Exhibitor will arrange and pay for lodging for [ORIGINATING INSTITUTION] Staff while in [LOCATION] for each Travel Period. Exhibitor will convey lodging details (dates, locations, etc.) to be agreed upon by [ORIGINATING INSTITUTION] in advance of final bookings. Increases and/or fees resulting from changes made at the request of [ORIGINATING INSTITUTION] or [ORIGINATING INSTITUTION] Staff after reservation(s) have been finalized will be billed to [ORIGINATING INSTITUTION]. Increases and/or fees resulting from changes made at the request of Exhibitor will be Exhibitor's fiscal responsibility.

(f) Meals and Incidentals: [ORIGINATING INSTITUTION] shall pay for meals and incidental expenses (M&IE) for [ORIGINATING INSTITUTION] staff during each Travel Period. Exhibitor shall repay [ORIGINATING INSTITUTION] for authorized M&IE via a travel allowance to be invoiced to Exhibitor following the finalization of each travel period and paid within 30 business days of receipt of invoices. The travel allowance shall be calculated based on the M&IE rate for [LOCATION] at the time of each travel period. M&IE covers meals and related taxes and tips (except when provided by

Exhibitor) and incidentals (fees and tips given to porters, baggage carriers, hotel staff). First and last travel days are calculated at a maximum of 75% of the total M&IE. The total travel allowance for all travel periods and all [ORIGINATING INSTITUTION] staff combined shall not exceed the equivalent of twelve (12) days of the maximum M&IE rate.

(g) Exhibitor is responsible and must supply all necessary audio/video (A/V) equipment unless otherwise noted.

(h) If the Exhibitor would like to engage the originating curator(s) of the Exhibition in talks or lectures, it is up to the Exhibitor to negotiate these arrangements.

3. INSURANCE/REPORTING DAMAGES.

(a) As a part of the Participation Fee, [ORIGINATING INSTITUTION] shall insure the Objects on a wall-to-wall basis against all risks of physical loss or damage from any external cause except: wear and tear, gradual deterioration and other standard exclusions contained in fine arts insurance policies, in an amount not less than they are individually valued in the applicable loan documents, through the tour of the Exhibition until they are returned to their lenders at the close of the tour. The fine arts insurance policy held by [ORIGINATING INSTITUTION] will not be in effect for the duration of the exhibition loan, including storage and transit. [ORIGINATING INSTITUTION]'s fine art insurance does not insure against wear and tear, gradual deterioration, moths, vermin, inherent vice, or loss or damage due to or resulting from any repairing, restoration or retouching process; against hostile or warlike action, invasion, insurrection, rebellion, revolution, civil war, confiscation by any government, or illegal transportation or trade; or against loss or damage by nuclear reaction, nuclear radiation, or radioactive contamination. In order to comply with the provisions of [ORIGINATING INSTITUTION]'s coverage, the Exhibitor must follow [ORIGINATING INSTITUTION]'s instructions in regard to security, unpacking/repacking, handling, installation, and shipping. The Exhibitor will be held responsible for any

damages that result from negligence or the failure to follow instructions supplied by [ORIGINATING INSTITUTION].

(b) Any damage, whether it may have occurred in transit or on the Exhibitor's premises, and regardless of who may be responsible, must be reported immediately by telephone or e-mail to:

[ORIGINATING INSTITUTION REGISTRAR]

Telephone:

E-mail:

Additionally, a detailed report of the incident shall be made by those directly involved (e.g., Registrar, Art Handler, Security Officer, etc.)

(c) Except for emergency procedures to arrest further damage, no conservation or restoration work shall be performed without the telephone authorization of [ORIGINATING INSTITUTION], which will be confirmed in writing within one (1) week. The person treating the Object shall fully document any treatment and shall append the documentation to the condition report along with a copy of the permission for treatment. Additionally, should it appear damage occurred in-transit, the Exhibitor shall notify [ORIGINATING INSTITUTION] immediately so that an inspection can be made by the carrier or its representative.

4. TRANSPORTATION.

Exhibitor agrees to meet all mutually agreed upon transportation schedules via ocean and ground transportation required for the safety of the Objects and the timely shipment of the Objects to other exhibitors or the lenders. Exhibitor agrees to provide an acceptable secure climate-controlled interim storage facility from the time of receiving the shipment to the Opening Date. All incoming and outgoing shipping arrangements for artworks included in the Exhibition Checklist will be made by [ORIGINATING INSTITUTION].

5. PACKING.

Exhibitor shall ensure that all packing and unpacking instructions sent by [ORIGINATING INSTITUTION] are followed explicitly by competent packers trained in fine arts handling and packing. The unloading, unpacking, handling, repacking and reloading of the Exhibition shall be done at Exhibitor's expense. Condition reports are to be completed by the Exhibitor as soon as the condition of each work has been checked carefully (the condition inspection must be made in a timely manner after the arrival of the Exhibition in case damage occurred in transit) and again at the close of the Exhibition immediately prior to packing.

6. HANDLING AND CARE.

Exhibitor will exercise the same care with respect to the Objects as it does in the safekeeping of comparable property of their own, and further agrees to handle the Objects with special care at all times to protect against damage or deterioration. If damage or deterioration occurs, regardless of who may be responsible or where the damage or deterioration takes place, Exhibitor shall immediately notify [ORIGINATING INSTITUTION]'s via telephone and email and shall cooperate with [ORIGINATING INSTITUTION] in documenting the damage in writing and filing required insurance and other reports. Should damage or deterioration occur in transit to Exhibitor, Exhibitor shall notify the carrier and save all packing materials for the carrier's inspection. The Objects shall remain in the condition in which they are received. They shall not be unframed, unglazed or removed from mats, mounts, or bases, nor cleaned, repaired or transported in damaged condition except (a) with [ORIGINATING INSTITUTION]'s prior written consent or (b) when the safety of the Object(s) makes such action imperative.

7. BREACH OF AGREEMENT; DAMAGES.

(a) In the event it is necessary for the Exhibitor to cancel its engagement under paragraph 1 of this Agreement for any reason other than "Force Majeure", [ORIGINATING INSTITUTION] must receive written notice of such cancellation at least thirty (30) days before the Opening Date. The parties understand that it would be difficult, if not impossible, to calculate or estimate the serious and

substantial damage to [ORIGINATING INSTITUTION] which would be caused by breach or cancellation of this Agreement by Exhibitor. If the Exhibitor cancels its engagement (and irrespective of whether [ORIGINATING INSTITUTION] has received written notice of such cancellation as aforesaid) or is otherwise unable to show the Exhibition as agreed upon for any reason whatsoever (other than Force Majeure or the inability of [ORIGINATING INSTITUTION] to perform hereunder), the Exhibitor shall remain obligated to pay to [ORIGINATING INSTITUTION] upon demand, as liquidated damages and not as a penalty, all sums due from Exhibitor pursuant to paragraph 2 excluding all shipping and crating costs and any travel costs incurred by [ORIGINATING INSTITUTION] or its representatives for travel not already completed except for penalty fees or cancellation of said travel. Notwithstanding the immediately preceding sentence however, if [ORIGINATING INSTITUTION] receives the Exhibitor's written notice of cancellation at least ninety (90) days before the Opening Date, and if before the Opening Date [ORIGINATING INSTITUTION] is able to obtain a substitute booking for the Exhibition for the time period set forth in paragraph 1, the fees due from the Exhibitor under this paragraph shall be reduced by the net fee retained by [ORIGINATING INSTITUTION] from such substitute booking after payment of all costs incurred by [ORIGINATING INSTITUTION] in obtaining such substitute booking. [ORIGINATING INSTITUTION], however, shall have no obligation to procure such substitute booking, and Exhibitor is entitled to no reduction of the liquidated damages due hereunder as a result of [ORIGINATING INSTITUTION]'s failure or inability to obtain such substitute booking.

(b) If it is necessary for [ORIGINATING INSTITUTION] to withdraw any of the Objects from the Exhibition while it is in circulation (whether due to Force Majeure or the inability of [ORIGINATING INSTITUTION] to perform hereunder), Exhibitor shall promptly comply with all packing and shipping instructions given by [ORIGINATING INSTITUTION] and [ORIGINATING INSTITUTION] shall reimburse Exhibitor for any reasonable expenses incurred due to the withdrawal. In such circumstances, [ORIGINATING INSTITUTION] shall work to find a suitable substitute but is not obligated to do so.

8. FORCE MAJEURE.

A Party shall not be deemed in default of this agreement, nor shall it hold the other Party responsible for any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, disease outbreak, epidemic, or pandemic, an act of war whether declared or undeclared, acts or threats of terrorism, contamination by radioactivity, pressure waves from devices travelling at supersonic speeds or damages caused by any aircraft or similar device, armed conflict, labor strike, lockout, boycott, or other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected Party to take precautions and which the affected Party cannot avoid even by using its best efforts, provided that the Party relying upon this provision: (i) gives prompt written notice thereof to the other Party; and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this agreement upon written notice.

9. CREDIT.

The Exhibition must be identified with the following credit(s) at or near the entrance to the galleries in which it is installed and in all publicity, invitations, and announcements, and other printed material exclusively associated with the Exhibition:

Organizational credit:

[CREDIT]

Funding credit:

[CREDIT]

Please include: (logos)

Changes to these credit lines will be made at the discretion of [ORIGINATING INSTITUTION] up to thirty (30) days prior to the Exhibition opening at the Exhibitor's venue. The organizational and funding

credit lines shall be prominently placed at the entrance to the Exhibition. Should credit for local sponsorship be required, it must be given on a separate line below [ORIGINATING INSTITUTION] credit line as specified above. The credit lines must be used in all descriptions of the Exhibition, including, but not limited to, press releases, wall text, invitation cards, and the Exhibitor's web site.

10. GALLERY CONDITIONS

The Exhibition must be handled and installed in accordance with [ORIGINATING INSTITUTION]'s specifications as outlined in this Agreement.

(a) The Exhibition may be installed only in a facility of fireproof construction that is equipped with adequate environmental control, fire detection/prevention, security systems that operate on a 24-hour-per-day, 7-day-per-week-basis.

(b) The area in which the exhibition is stored temporarily, unpacked/re-packed, and otherwise prepared in advance of its installation and following its dismantling must be adequately locked and secured at all times. During non-working hours this area must be either monitored electronically or toured regularly by the Exhibitor's security staff. During the hours the exhibition is on public view or whenever the galleries are open to staff and/or special groups, security staff to sufficiently cover the exhibitions must be deployed. Galleries must be secure during non-public hours and must also be monitored electronically or be toured regularly by the Exhibitor's security staff.

(c) All galleries in which the Exhibition is housed must maintain a stable environment of 70 degrees Fahrenheit (+/- 2 degrees) and 50% humidity (+/- 5%).

(d) Illumination shall not exceed twenty (20) foot-candles on any art work unless otherwise noted. For more light sensitive works, such as but not limited to works on paper (drawings, collages, watercolors, prints and photographs) and textiles illumination must be no more than ten (10) foot-candles unless otherwise noted. All illumination on the works must be turned off when the galleries are closed.

(e) No art work shall be in the immediate vicinity of heating or ventilation outlets.

(f) No work of art shall be exposed to sunlight or fluorescent light (unless fluorescent light fixtures have been fitted with ultra-violet filters).

(g) No food or drink shall be permitted in the galleries. Smoking is not permitted at any time.

11. REPRODUCTIONS.

[ORIGINATING INSTITUTION] will provide the Exhibitor with a set of high-resolution images along with permission to duplicate these images according to educational and promotional needs.

Reproductions and photographs supplied by the [ORIGINATING INSTITUTION] may be used without restriction in publicity, marketing, and promotion material related to the Exhibition and in television programs reviewing or discussing it, provided that any such publicity materials include the full Title of the Exhibition and the appropriate credit lines as set forth in paragraph 8 above. Except as otherwise expressly set forth in this Agreement, no reproductions or photographs of the Objects of any type or in any medium shall be permitted unless otherwise approved by [ORIGINATING INSTITUTION] in advance of publication. All images of works of art in the Exhibition used for publicity, marketing or promotional purposes will:

- Represent the work unaltered by cropping, overprinting or superimposing

- Be fully captioned

12. EXHIBITION FINAL REPORT.

An Exhibition Final Report must be completed at the close of the showing and be returned to the [ORIGINATING INSTITUTION] within thirty (30) days of the Closing Day and should include the following:

- Any printed matter produced in conjunction with the Exhibition such as posters, bulletins, press releases, checklists, invitations, etc. (one (1) copy of each)

- A complete publicity report of the Exhibition including magazine articles, newspaper clippings, etc. (one (1) copy of each)

- Attendance figures

- Digital images of the installation

The Final Report shall be sent to:

[CONTACT AT ORIGINATING INSTITUTION AND MAILING ADDRESS]

13. INDEMNIFICATION.

[UNIVERSITY] and Exhibitor agree to indemnify and hold harmless [ORIGINATING INSTITUTION], its successors, assigns, trustees, officers, employees and agents from and against all action, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees), that arise from or are connected with this Agreement (including, but not limited to, those related to damage to any of the Objects while in the Exhibitor's custody or control), except as to those that are due to the sole negligence of [ORIGINATING INSTITUTION] or [ORIGINATING INSTITUTION]'s failure to perform its obligation under this Agreement. [ORIGINATING INSTITUTION] agrees to indemnify and hold harmless [UNIVERSITY] and Exhibitor, their successors, assigns, trustees, officers, employees and agents from and against all action, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees), that arise from or are connected with this Agreement (including, but not limited to, those related to damage to any of the Objects while in the Exhibitor's custody or control), except as to those that are due to the sole negligence of [UNIVERSITY] and Exhibitor or Exhibitor's failure to perform their obligation under this Agreement.

14. AMENDMENTS.

Neither this Agreement nor any term hereof may be amended unless in a written instrument signed by both parties.

15. NOTICES

Except as otherwise required specifically herein, all notices and other communication provided for or permitted hereunder shall be made by hand-delivery, pre-paid first-class mail, or facsimile followed up by hard copy:

If to [ORIGINATING INSTITUTION], to:

If to Exhibitor, to:

All such notices and communications shall be deemed to have been duly given when delivered by hand, if personally delivered, or four business days after being deposited in the mail, postage prepaid, if mailed as aforesaid, or when receipt acknowledged, if by facsimile.

16. SUCCESSORS AND ASSIGNS.

This Agreement shall inure to the benefit of and be binding upon the successors of each of the parties.

This Agreement may not be assigned by either party without the prior written consent of the other.

17. WAIVERS.

The observance of any term of this Agreement may only be waived by a writing signed by the party against whom such a waiver is to be asserted. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver of any right, power or privilege hereunder operate as a waiver of any right, power or privilege.

18. ENTIRE AGREEMENT.

This Agreement is intended by the parties as a complete and exclusive statement of their understanding.

This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.

19. SEVERABILITY.

In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected, it being intended that all of the rights and privileges contained herein shall be enforceable to the fullest extent permitted by law.

20. GOVERNING LAW.

The validity and interpretation of this Agreement and the legal relation of the parties to it shall be governed by the laws of the State of Rhode Island, without regard to any conflict of laws statutes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Attest: [ORIGINATING INSTITUTION]

Signature: _____ Date: _____

Title: _____

Attest: [EXHIBITOR]

Signature: _____ Date: _____

Title: _____

Guest Curator Contract Template

[DATE]

[CURATOR NAME]

[ADDRESS]

[EMAIL]

[PHONE NUMBER]

Dear [CURATOR NAME]:

Introduction:

- What is the project this agreement is for?
- Who is the agreement between? [Curator + Organizer]
- What are the terms?

1. Your Duties and Schedule for Performance

- a. What is the curator required to do?
- b. What materials/information is the organizer requiring the curator to provide?

Suggested materials:

- Exhibition description
 - Fully illustrated checklist
 - Artist + Lender contact information
 - Exhibition didactics
- c. What is the timeline?

2. Your Fee

- a. What is the total amount?
- b. How is the fee divided?
- c. When will each installment be paid?

3. Selection of Artworks

- a. How is the checklist confirmed and over what period of time?
- b. Who has final say in what is included in the exhibition?
- c. How is approval communicated?

4. Exhibition Dates

- a. When does the exhibition open to the public? And, over what period of time?
- b. Who determines these dates?

5. Promotion, Credits, and Sponsorship

- a. Does the organizer and hosting venue have permission to share the curator's biographical information in connection with the exhibition?
- b. What is the credit line?
- c. Where should the credit line be used?

6. Terms of Loans

- a. Who is responsible for loan agreements?
- b. If the organizer is responsible for loan agreements, what information does the curator need to provide?
- c. Who provides insurance?

7. Cooperation with Fundraising Initiatives

- a. Will the guest curator participate in the organizer's fundraising initiatives, donor programs, etc.?
- b. If travel is required for such events, who is responsible for expenses?

8. Governing Law

- a. What legal system will be used to interpret and enforce this contract?

9. Complete Agreement and Modification

- a. Do both parties understand the agreement?
- b. How can the agreement be changed?

10. Termination Clause

- a. Who can terminate the agreement?
- b. How is termination communicated?
- c. How is compensation handled if agreement is terminated?
- d. If agreement is terminated, can either party continue working on the project?

Closing

[SIGNATURE OF CURATOR]

[SIGNATURE OF ORGANIZER]