



EXHIBIT AGREEMENT

AGREEMENT made this ____ day of _____, between _____
(known as "EXHIBITOR" hereinafter) (fill in address):

and the International Association of Astronomical Artists (known as "LENDER" hereinafter) (fill in address):

RECITALS

WHEREAS, LENDER has prepared a museum exhibit entitled *The Artists' Universe* ("Exhibit") and

WHEREAS, EXHIBITOR wishes to borrow Exhibit for display purposes;

NOW, THEREFORE for and in consideration of the premises and the mutual promises, covenants, and agreements hereinafter set forth, EXHIBITOR and LENDER agree as follows:

1. Exhibit Materials

- a. Exhibit is comprised of all the items set forth on Attachment A and includes the Exhibit contents to be displayed, the crates used to ship Exhibit, and other support equipment.
- b. EXHIBITOR agrees to complete a report of the condition of all contents of Exhibit using standard EXHIBITOR forms. Any report which indicates any change in condition of any object is to be sent to LENDER within 48 hours of unpacking. Any damage to Exhibit shall be reported to LENDER immediately, regardless of whether damage occurred in transit or on EXHIBITOR's premises and regardless of who may be responsible therefore. In the case of major damage, LENDER shall be notified immediately by fax or telephone. Should damage occur in transit, EXHIBITOR will notify the carrier at once and save all packing materials until the carrier or its agent has inspected them.
- c. Each item listed on Attachment A has a corresponding value assigned to it which represents the insured value for such item. EXHIBITOR accepts said value as being the fair market value of such item, in the event that valuation of an item(s) becomes necessary pursuant to this Agreement.

2. Loan Period

- a. The loan period is from _____ through _____, during which time EXHIBITOR will display Exhibit from _____ through _____.
- b. Exhibit will be shipped to EXHIBITOR by LENDER at the address set forth above, to arrive no later than June 19, 1998. EXHIBITOR will ship Exhibit to the next designated venue on _____, to arrive no later than _____.
- c. No extensions or alterations to the above dates may be made by LENDER without the prior written consent of EXHIBITOR.

3. Payment

- a. Participation fee: The participation fee for Exhibit is \$2,000.00 and will be paid by EXHIBITOR to LENDER, as follows:
 - (1) Deposit of \$1,000.00, to be paid upon execution of this Agreement.
 - (2) Balance to be paid by first day of loan period, as per Section 2, a, above.
- b. Shipping costs: EXHIBITOR will be responsible for shipping costs from EXHIBITOR to next venue, or to LENDER if no venue is scheduled, up to \$2,000. All costs related to the shipment of Exhibit to EXHIBITOR will be the responsibility of LENDER.

4. Insurance and Loss

- a. EXHIBITOR shall continuously insure the Exhibit on a wall-to-wall basis against all risks of physical loss or damage from any external cause except normal wear and tear, gradual deterioration and other standard exclusions. EXHIBITOR shall report immediately to the LENDER, any damage to the Exhibit that may have occurred while in transit or on EXHIBITOR's premises, regardless of who may be responsible.
- b. EXHIBITOR shall only be held responsible for damage to the Exhibit that results from its negligence.

5. Cancellation

- a. Cancellation by EXHIBITOR. EXHIBITOR will notify LENDER in writing of any need to cancel a signed contract.
- b. Cancellation by LENDER. LENDER reserves the right to cancel this booking at any time if EXHIBITOR fails to meet the terms of this Agreement

6. Contact Person

The contact person for Exhibit is:

- a. For EXHIBITOR:

Name:

Title:

Organization:

Address:

City, State, Zip Code:

Telephone, FAX, email:

- b. For LENDER:

Name:

Title:

Organization:

Address:

City, State, Zip Code:

Telephone, FAX, email:

7. Photography

- a. EXHIBITOR may photograph or videotape Exhibit for any non-commercial use, including but not limited to, installation documentation, publicity of Exhibit, and/or record keeping.
- b. EXHIBITOR may authorize others to photograph or videotape Exhibit for purposes stated in 7.a., above.

8. Storage

If storage is required because shipment to EXHIBITOR is earlier than scheduled or because shipment from EXHIBITOR to next borrower is delayed, or for any other reason, EXHIBITOR will promptly notify LENDER, in writing, and will arrange for: (1) storage of Exhibit, and, (2) all transportation between storage facility and EXHIBITOR, both acceptable to LENDER and at LENDER's expense.

9. Handling and Transportation

EXHIBITOR agrees to provide competent handling unpacking, and repackaging of Exhibit, exercising all care against any and all loss or damage, including, but not limited to, breakage, moisture damage, fire and theft. EXHIBITOR further agrees to notify LENDER immediately of any theft, loss, or damage which occurs while Exhibit is in EXHIBITOR's possession, in storage arranged by EXHIBITOR, or in transit to or from EXHIBITOR. Frames may not be opened, nor repairs undertaken, without prior written permission from LENDER.

10. Security Maintenance, and Environmental Requirements

- a. Security Requirements: EXHIBITOR agrees to provide handling unpacking, and repackaging of Exhibit in original containers, all under professional supervision, and strict protection against theft.
- b. Environmental Requirements: Exhibit and empty crates shall be kept indoors, in areas of reasonable temperature and humidity, with adequate protection against damage by flood, fire, pollutants, insects, vermin, fungi, or mold.
- c. Maintenance Requirements: EXHIBITOR agrees to follow normal EXHIBITOR practices for regular cleaning and maintenance of exhibit elements, and to use only those cleaning products and equipment that are recommended or approved for such use by LENDER.

11. Installation and Curatorship

LENDER will make all arrangements in regard to objects loaned for inclusion in the Exhibit. No supplemental material may be added to nor components removed from the Exhibit without prior written approval from EXHIBITOR. EXHIBITOR may supplement and/or edit contents of Exhibit at its discretion.

12. Nonassignability

No assignment of this Agreement or of any right accruing hereunder or of any duty or obligation of performance hereunder, shall be made, in whole or in part, by either party without the prior written consent of the other party.

13. Successors and Assigns

Subject to the provision regarding assignment, this Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

14. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto, and supersedes all oral and other written agreements made and entered into by the parties prior to the date hereof. Except as provided herein, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by both parties.

15. Notices

Any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of actual receipt. Mailed notices shall be addressed as set forth below, but each party may change his address by written notice in accordance with this paragraph.

a. To EXHIBITOR:

Name:

Title:

Organization:

Address:

City, State, Zip Code:

Telephone, FAX, email:

b. To LENDER:

Name:

Title:

Organization:

Address:

City, State, Zip Code:

Telephone, FAX, email:

16. Indemnification

LENDER will indemnify, save harmless, and defend EXHIBITOR, its employees, officers, Trustees, agents, and assigns from all liability from loss, damage, or injury to persons or property in any manner arising out of or incident to the performance of this Agreement, including without limitation all consequential damages, resulting from the negligence of LENDER or its employees, officers, Trustees, agents, and assigns.

17. Attorney's Fees

If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

18. Time of the Essence

Time is of the essence in the performance of the terms of this Agreement.

19. Choice of Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

20. Failure to Enforce

The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such party to enforce each and every such provision.

21. Force Majeure

Neither EXHIBITOR nor LENDER shall be liable for failure to perform any part of this Agreement on account of acts of God, fire, labor disputes of any nature, inevitable accident or insurrection or other causes beyond their respective control.

22. Partial Invalidity

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

23. Captions

The captions of paragraphs of this Agreement are for reference only and are not to be construed in any way as part of this Agreement.

EXHIBITOR:

By

Signature

Name (Please Type or Print)

Title (Please Type or Print)

Executed on

LENDER:

By

Signature

Name (Please Type or Print)

Title (Please Type or Print)

Executed on

ATTACHMENT A*The Artists' Universe IAAA Exhibit - Images*

	ARTIST	TITLE	FRAMED SIZE	MEDIUM	PRICE
1	Bergeron, Joe	<i>God Eyes His Creation</i>	34" x 23"	Acrylic	2,500.00
2	Böhme, Michael	<i>Coming Event</i>	31.5" x 27.5"	Acrylic	1,800.00
3	Carroll, Michael	<i>Extragalactic</i>	22" x 30"	Acrylic	950.00
4	Carroll-Smith, Elizabeth	<i>Sudden Encounter</i>	25.5" x 31.5"	Watercolor	500.00
5	Carroll-Smith, Elizabeth	<i>Heavenly Aquanaut</i>	23" x 29"	Watercolor	500.00
6	Cook, Lynette	<i>Together in Space</i>	27.5" x 22.75"	Mixed Media	2,700.00
7	Cook, Lynette	<i>Traveler</i>	23.5" x 18.5"	Mixed Media	950.00
8	Day, Joy	<i>Radiant Panorama</i>	16" x 35"	Lithograph	175.00
9	Day, Joy	<i>The Origin Of Meteorites</i>	9" x 30"	Acrylic/Giclée	200.00
10	Durda, Dan	<i>Caldera</i>	14" x 18"	Acrylic	350.00
11	Faires, April	<i>Across The Sea of Stars</i>	21" x 25"	Watercolor	175.00
12	Ferragallo, Roger	<i>I Am What I See</i>	23" x 26"	Digital	350.00
13	Forget, Bettina	<i>Life on Ganymede</i>	12" x 24"	Acrylic/Thread	525.00
14	Garlick, Mark A.	<i>Blue Ice</i>	31" x 19"	Acrylic	1,350.00
15	Garlick, Mark A.	<i>Earth Approach</i>	13" x 19"	Giclée	450.00
16	Garlick, Mark A.	<i>European Night</i>	19" x 13"	Giclée	450.00
17	Hardy, David A.	<i>Comet Landing</i>	16" x 20"	Digital	400.00
18	Hart, Robin	<i>Space Rush</i>	20" x 28.75"	Mixed Media	1,500.00
19	Hettick, Frank	<i>Martian Storm</i>	15" x 20"	Digital	1,200.00
20	Johnson, B. E.	<i>Arrakis – Dune</i>	16.5" x 26.5"	Acrylic/Giclée	350.00
21	Johnson, B. E.	<i>Exploration</i>	16" x 40"	Acrylic/Digital	475.00
22	Johnson, B. E.	<i>Reflections</i>	18" x 24"	Mixed/Giclée	350.00
23	Jones, Julie Rodriguez	<i>Solar Flares</i>	23" x 12"	Digital	350.00
24	Lewecke, Frank M.	<i>Rising Green</i>	23.5" x 29"	Acrylic	1,500.00
25	Maxwell, Mark	<i>Return to the Moon</i>	16" x 40"	Acrylic	1,500.00
26	Perkins, Lynn	<i>Io and Jupiter</i>	10" x 24"	Acrylic	300.00
27	Ramer, Jon	<i>Sunspots</i>	16" x 20"	Acrylic	350.00
28	Spadoni, Aldo	<i>The Long Shot at the Galactic Core</i>	18" x 24"	Digital	250.00
29	Spadoni, Aldo	<i>Peace on Earth</i>	20" x 24"	Digital	350.00
30	Stolpin, Bill	<i>Late Kingdom - XXth Dynasty - Apollo XVII</i>	15" x 20"	Serigraph	300.00
31	Tucciarone, Joe	<i>On the Edge</i>	20.5" x 38.5"	Acrylic	1,800.00
				Total Insured Value	\$24,900.00