

# **Gaia's Daughters** **by Gladys Shafran Kashdin**

## **Exhibit Contract**

This contract is made and entered into by and between the **Museum of Science & Industry Foundation Inc**, 4801 East Fowler Avenue, Tampa, Florida 33617-2017 (hereafter MOSI) and **(your museum)**, (your museum address)(hereafter Borrower) for the lease and exhibition of Gaia's Daughters by Gladys Shafran Kashdin (hereafter the Exhibition)

### **Section 1** **Exhibit Description and Operation**

1.01 The Exhibition : MOSI will provide the following components:

--artwork pieces listed in Appendix A

One title panel

Slides and electronic images for publicity purposes

Fifteen full color catalogs. Additional copies may be purchased.

1.02 Display Area: Borrower must provide properly lighted wall space of 100 linear feet 8 feet high. This area must be enclosed and secure.

1.03 Loss or Damage: The Borrower agrees that

- The Borrower must complete a condition report and inventory of exhibit materials and components, using forms provided by MOSI, upon arrival and departure of The Exhibition . Forms must be signed and dated by an authorized representative of the Borrower.
- Changes in condition, damage or loss, whether occurring in transit or on the Exhibitor's premises, regardless of who may be responsible, must be reported to MOSI immediately by telephone or FAX followed promptly by written communication to MOSI.
- Photographs of any damage should be taken immediately of the object *in situ*.
- Should damage occur during transit, the carrier must be notified at once and all packing materials must be saved until the carrier, his agent, and MOSI's insurance company have exercised their right to inspect them.
- The Borrower assumes responsibility for the repair of damage to, all exhibition components during the period of this agreement. Unless it is necessary in an emergency situation to protect an object from further damage, no conservation treatment, repair work, or alterations are to be performed without the written permission of MOSI and the Insurer of the object(s).

1.04 Exhibit Name: The Exhibition shall be named "***Gaia's Daughters***" by ***Gladys Shafran Kashdin***, and the Borrower agrees to advertise and title the Exhibition with this name unless MOSI and the Borrower agree to use another name.

1.05 Publicity: All publicity regarding the Exhibition must

- Credit the artist Gladys Shafran Kashdin
- Credit the sponsor The Saunders Foundation
- State that it is a traveling exhibit from Museum of Science & Industry, Tampa, Florida,

1.08 Borrower agrees to provide MOSI with copies of all press clippings, public announcements, installation photographs, newspaper articles, and television and

radio coverage related to the exhibit be forwarded to MOSI within 30 days of issue.

1.07 Photography and Copyright: The Exhibitor agrees to:

- Prohibit all photography in the Exhibition by the general public and will post an appropriate notice in the Exhibition areas.
- Slides supplied by MOSI or made by the Borrower will be used for record, publicity, and internal educational purposes only. Any other use of photographic materials is subject to the approval of MOSI. Photography, filming, and taping of the Exhibition by the media must be supervised by the Borrower. The production of any documentary films, videocassettes, or commercial products (including but not limited to posters, notecards, calendars, and other merchandise) is prohibited unless approved in writing in advance by MOSI.
- To provide MOSI with slides or photos of the installation. Special permission must be obtained from MOSI for any commercial use of these photographs.

## **Section 2 Payment Schedule, Lease Term, and Use**

2.01 Payment: The Borrower agrees to pay \$3,000 rental fee with a nonrefundable deposit of \$1,000 due upon the signing of this contract, \$1,500 due 30 days prior to exhibit arrival, and \$500 due by the opening date.

2.02 Lease term: 6 weeks rental unless otherwise negotiated. The opening/closing dates of the Exhibition will be from (open date) until (close date).

2.03 Restrictions of Use: The must be displayed in it's entirety. The Borrower will not remove the Exhibition, or any of its components, from the museum or use the exhibit for any other purpose not expressly authorized in writing by MOSI.

2.04 The contents of the Exhibition may not be altered in any way. All pieces must be displayed together in this exhibition.

2.05 Use of Logo: All exhibit logos, photos, recordings, and similar materials provided to the Borrower by MOSI will remain the exclusive property of MOSI and, following the termination of this contract, no further uses, whatsoever, of this material may be made by the Borrower without the expressed written consent of MOSI.

2.06 The Borrower is responsible for all local costs incurred in presenting the Exhibition, including unpacking and repacking at the Exhibitor's premises, installation, publicity, public programs, openings, and any additional costs which are not specifically outlined in this contract as covered by MOSI.

## **Section 3 Shipping, Installation, and Dismantle**

3.01 Shipping: MOSI agrees to deliver the Exhibition on or before (deliver date). The Borrower agrees to pay all inbound shipping within 30 days of receipt of invoice from MOSI. MOSI will provide contract services for shipping.

3.02 The Borrower must complete a condition report and inventory of exhibit materials and components, using forms provided by MOSI, upon arrival and

departure of the Exhibition. Forms must be signed and dated by an authorized representative of the Borrower and faxed to MOSI at (813) 987-6346.

3.03 Installation: The Borrower will have full responsibility for the installation of The Exhibition. The Borrower must follow all instructions for installation and repacking as provided by MOSI. The Borrower, at its own expense, shall replace damaged or lost packing materials or packing crates with comparable materials. Crates must be stored in a secure, dry, climate controlled area.

3.04 Dismantle: The Borrower agrees to have the exhibit carefully packed in its shipping crate and ready for pick up on, or before (shipping date). The Borrower agrees to pay all out-bound shipping charges within 30 days of receipt of invoice from MOSI unless another venue immediately following this venue is secured by MOSI. MOSI will provide contract services for shipping.

#### **Section 4 Insurance and Security**

4.01 Insurance: On-site insurance is the responsibility of the Borrower. Proof of insurance is required 30 days prior to receiving the exhibit in the form of an all-risk policy with MOSI Foundation, Inc. and Gladys Shafran Kashdin listed as additionally insured. This policy should specify wall to wall coverage in the amount of \$100,000 will take effect upon receipt of the exhibit and all contents until the exhibit is received by the next venue. During the term, the Borrower will keep a policy of comprehensive general liability insurance of which the combined single limit of general liability will not be less than one million dollars (\$1,000,000). The Borrower will notify MOSI in writing if there are any changes in the coverage.

4.02 Security: The Borrower must provide security for the Exhibition from the moment it is received, during all phases of handling, installation and display, until The Exhibition is shipped to the next venue, and must take all appropriate and prudent measures to protect it. Specifically, the Borrower will ensure that the Exhibition is protected from extreme temperatures and humidity (with temperature between 68-72° Fahrenheit and a relative humidity between 50-60%), excessive light, and damage from insects, vermin, dirt, or other environmental hazards. No food, beverages, or smoking may be allowed in any area of the Borrower's building where the Exhibition is displayed, handled, or stored. The area in which the Exhibition is stored temporarily and otherwise prepared in advance of its installation and following its dismantling must be locked and secure at all times.

4.03 Borrower must display the Exhibition in a secure way and take reasonable precautions for the overall security. Borrower's facility must have an automatic fire sprinkler system and a monitored break-in alarm during closed hours.

#### **Section 5 General Provisions**

5.01 MOSI will not be held responsible for any claims, damages, suits, or other legal proceedings arising from, or attributed to, improper display of The Exhibition during the period it is in the Borrower's possession. Further, MOSI will not be held responsible for financial damages incurred by the Borrower as a result of delays in delivery, or failure to deliver the exhibit due to circumstances beyond its control.

5.02 The Borrower will be responsible for any shipping, storage, or other expenses resulting from the Borrower's cancellation of this contract.

5.03 This agreement, when signed below by both parties, constitutes a binding contract between the Borrower and MOSI. No changes in the terms of this contract may be made without expressed written consent of both parties.

Any modifications or supplement to this agreement must be in writing and signed by both parties. In addition, the parties of this agreement agree that the laws of the State of Florida shall govern its validity, construction, interpretation, and effect.

I affirm that I have full authority to sign on behalf of the Borrower, that the terms of this contract are understood, and that all terms and conditions will be met.

**(Your Museum)**

**MOSI Foundation, Inc.**

\_\_\_\_\_  
(Your Museum's representative)

\_\_\_\_\_  
Wit Ostrenko, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date