

AGREEMENT FOR EXHIBITION

Exhibition Title:

Exhibition Dates (tentative):

This "Agreement" is made _____, 20__, between the University of Southern California, on behalf of its [_____] ("**USC**"), a California not-for-profit corporation at _____, and _____ (the "Artist") for the purpose of defining _____ (the "Exhibition") at USC.

USC and The Artist agree as follows:

1. **Display of Artworks.** The Artist agrees to participate in the Exhibition as a solo featured artist, artworks shall be completed and delivered to USC no later than ___ days prior to the exhibition's public opening, scheduled for _____, **20__** (tentative). The Artworks (defined below), borrowed from the Artist, will be on view at USC from the date of installation through _____, **20__** (tentative). The Artist agrees not to withdraw the Artworks during the term of this Agreement.

2. **Description.** The Exhibition will include:

3. **USC Responsibilities.** USC shall be responsible for: services and expenses

4. USC agrees to pay the artist a fee of \$_____ for his/her/their participation, production, design and material cost for creating the Artworks, additional details.

USC agrees to pay the artist according the following invoice schedule:

5. **Review and Approval.** USC will receive the final checklist of Artworks from the Artist no later than _____, 20__ or prior the second payment for _____. USC retains the right to finalize the checklist. The Artist will be provided exhibition text during the draft phase to ensure factual accuracy. The responsibility for the final version of these texts rests with USC.

6. **Shipping and Installation.** USC shall arrange with the Artist a schedule for either Artwork pickup by USC staff or delivery to USC by the Artist. The Artist will discuss any issue of packing the artworks with USC registrar and/or preparator. USC will maintain close communication with the Artist and staff regarding all pickup and delivery.

7. **Insurance.** USC will insure the Artworks under its standard Fine Arts Policy. The Artworks shall be insured wall-to-wall for physical loss or damage while in transit to and from the lenders and on location during the Exhibition. In keeping with USC customary practice, condition

reports will be carried out by the Museum's registrar upon object's arrival at USC and again before return to lender.

8. **Documentation and Copyright.** The Artist agrees to permit USC to document the Artworks and their installation for archival, promotional, educational and other exhibition- specific uses. The Artist shall be provided digital images of installation views. The Artist retains ownership of the copyright of the Artworks. The Artist hereby grants USC a non-exclusive license to reproduce and distribute photographs of the Installation and/or Artworks to the public, and to transmit or otherwise communicate a display of the Installation to the public (including but not limited to slides, film, video, television, internet and other electronic or broadcast media) for exhibition purposes only. Any reproduction of the Artworks shall be credited as follows: © _____. The artist will also permit photography by visitors throughout the duration of the exhibition.
9. **Non-Transferability of Agreement.** This Agreement is intended to secure the participation of the Artist and shall not be transferred or assigned in any manner whatsoever without the prior written consent of USC.
10. **Entire Agreement.** This Agreement is the entire understanding between the Artist and USC and supersedes and replaces any previous documents, correspondence, conversations and other written or oral understandings related to this Agreement which are not consistent with or are not contained herein.
11. **Governing Law.** In the unlikely event that a dispute arises out of this Agreement such Agreement shall be governed by and construed in accordance with the laws of the State of California.
12. **Limitation of Liability.** To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Artist

Date

Name, Title

Date

Name, Title

Date

AMENDMENT TO AGREEMENT FOR EXHIBITION

This Amendment to Agreement for Exhibition (this "Amendment") is made and entered into effective as of _____, 20__, by and between the University of Southern California, on behalf of its [_____] ("USC"), and _____ (the "Artist").

WHEREAS, USC and the Artist have entered into that certain Agreement for Exhibition dated _____, 20__ (the "Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, it is hereby agreed that the Agreement is amended as follows:

1. Amendment.

- (a) _____
- (b) _____

2. Miscellaneous.

- (a) The Agreement as amended hereby may be altered or changed only by an instrument in writing signed by both parties hereto.
- (b) This Amendment may be executed in one or more counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.
- (c) Except as expressly modified herein, the Agreement and all other terms and conditions thereof shall remain in full force and effect, and the parties hereto hereby confirm and ratify each of the provisions of the Agreement as amended hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above.

UNIVERSITY OF SOUTHERN CALIFORNIA

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ARTIST

By: _____
Name: _____