

EXHIBITION AGREEMENT

This Exhibition Agreement ("Agreement") is made by and between The University of Texas at San Antonio, on behalf of its _____, ("Gallery") and _____ ("Lender") for loan of the work(s) described below ("Artwork") to Gallery for exhibition. The Parties agree as follows:

Exhibition Title: _____ Loan Period: _____

Lender: _____ Telephone: _____

Address: _____ Email: _____

Location to be shipped from: _____

Artwork to arrive no later than: _____ Via: _____

Address for delivery: The University of Texas at San Antonio, Department of Art and Art History, San Antonio, Texas 78249-0642 Return By: _____

Reproduction quality images (min 300 dpi) of Artwork due to Gallery no later than 4 weeks before exhibition. Exhibition Inventory Completed and Attached: YES NO

CONDITIONS GOVERNING LOAN

1. OWNERSHIP- Lender warrants and represents that he or she is the sole legal owner of the Artwork and has the authority to enter into this Agreement to lend the Artwork to Gallery for the Loan Period. Lender is responsible for notifying Gallery promptly in writing of any change in the Artwork's ownership during the Loan Period.

2. AGENCY- Lender is not an employee, partner, joint venturer, or agent of Gallery and will not represent him/herself as such and further warrants and certifies that no relationship or affiliation exists between Lender and Gallery that could be construed as a conflict of interest with regard to this Agreement.

3. LOAN PERIOD- Unless terminated earlier, Artwork lent to Gallery for exhibition will remain in its possession for the Loan Period specified herein. Gallery will provide a safe and secure environment for the exhibition of Artwork. However, Gallery retains the right to determine when, if and for how long loaned Artwork will be exhibited.

4. TERMINATION- Unless terminated earlier, the term of this Agreement will continue from execution of the Agreement until 30 days after the Loan Period ends. Gallery has the right to cancel the loan and terminate this Agreement for any or no reason upon notice to the Lender, who will have 10 days to retrieve or arrange for shipping of Artwork. Lender may terminate this Agreement only for reasons beyond Artist's reasonable control, which are specified in writing to Gallery. Lender will have 10 days to retrieve or arrange for shipping of Artwork.

5. COMMISSION- Gallery will retain 30% of the retail price of each piece of Artwork sold while Artwork is on exhibition. This commission will be used for scholarships for UTSA art students. Title of the Artwork will remain with Lender until the Lender has been paid the full amount owed from the sale minus the 30% commission due to Gallery.

6. ALLOWANCE OF IMAGES- Lender/Artist retains all copyrights and any other intellectual property rights to the Artwork. The Artwork may be photographed or filmed by Gallery for institutional record, educational, catalog, exhibition related and publicity or promotion purposes. Lender grants Gallery a license to use and publish the name, likeness and biography of Artist and to reproduce and distribute material incorporating the Artwork for such purposes. Gallery will provide publicity for the exhibition, which are free and open to the public during Gallery's operating hours. Artwork on exhibit may be photographed, filmed, or sketched by the general public.

7. SHIPMENT- Parties must agree upon the method of packing, delivery and return indicating carrier, origin of shipment and cost as indicated above before finalization of this Agreement. ALL CORRESPONDENCE AND SHIPMENTS WILL BE SENT TO THE ADDRESSES LISTED HEREIN. Lender is responsible for promptly informing Gallery in writing of any change in notice or shipping information.

8. CONDITION UPON ARRIVAL- Lender certifies that the Artwork is in such condition as to withstand the ordinary strains of packing, transportation and handling and that Artwork is adequately and securely packed for the type of shipment agreed upon. Gallery will notify the Lender of the receipt and the condition of Artwork. Lender should inform Gallery in advance of any special instructions for unpacking and repacking.

9. CONDITION DURING DISPLAY- Gallery agrees to unpack, install/display, take down and repack Artwork unless other arrangements were made with Lender. Lender must inform Gallery of any special instructions for install/display of Artwork, if any. Parties understand that all tangible artworks are subject to gradual inherent deterioration for which neither party is responsible. Lender will also be informed of any loss or damage to Artwork during the Loan Period.

10. INSURANCE- During the Loan Period, Gallery will insure Artwork on loan to the Gallery. Gallery is not responsible for any error or deficiency in information furnished by the Lender to Gallery or the insurer or for any lapses in coverage. The amount payable by insurance secured in accordance with this Agreement is the sole recovery available to Lender from Gallery in the event of loss or damage.

11. CONDITION UPON RETURN- Artwork will be returned in the same or similar packing materials as received unless otherwise authorized and arranged for by Lender. Artwork will be returned only to the Lender or his/her duly authorized agent. When the Artwork is returned, Gallery will send Lender a condition report with the item. If this report is not signed and returned within 30 days after shipping, Gallery will not be responsible for any damage or loss, unless other arrangements were made in writing by the parties.

12. INDEMNITY- LENDER WILL INDEMNIFY AND HOLD HARMLESS GALLERY, UTSA, AND THE UNIVERSITY OF TEXAS SYSTEM AND THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES (“UT System”) FROM AND AGAINST ANY LIABILITY, LOSS, EXPENSE OR DAMAGE ARISING FROM OR RELATE TO LENDER’S NEGLIGENT ACTS, OMISSIONS OR WILLFUL MISCONDUCT UNDER THE AGREEMENT. LENDER WILL ALSO DEFEND, INDEMNIFY AND HOLD HARMLESS GALLERY, UTSA, AND UT SYSTEM FROM ANY ACTION BASED ON A CLAIM THAT GALLERY’S DISPLAY OR USE OF ARTWORK, IN ACCORDANCE WITH AGREEMENT, INFRINGES ANY THIRD PARTY COPYRIGHT OR INTELLECTUAL PROPERTY RIGHTS. THIS PROVISION SURVIVES ANY TERMINATION OF THIS AGREEMENT.

13. ABANDONMENT- Lender acknowledges that Gallery has no obligation to ship, store or maintain the Artwork if at end of the loan, for whatever reason, the Lender has not retrieved or arranged for shipping of the Artwork.

14. TEXAS LAW- This Agreement will be construed in accordance with the laws of the State of Texas and venue for any dispute is in Bexar County, Texas.

15. TEXAS FAMILY CODE- Pursuant to the Texas Family Code, Lender certifies that he/she is not ineligible to receive payment, if any, and understands the Agreement may be terminated and payment withheld if his/her Child Support Certification is inaccurate.

16. TEXAS GOVERNMENT CODE- Pursuant to the Texas Government Code, Lender agrees that any payments owing to Lender under the Agreement, if any, may be applied directly toward any debt/delinquency owed to the State of Texas or any of its agencies regardless of when it arises, until such debt/delinquency is paid in full.

17. CONTRACT- This Agreement represents the entire understanding of the parties and cannot be modified or assigned except by written amendment signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last signature below.

THE UNIVERSITY OF TEXAS AT SAN ANTONIO:

Signature: _____
Print: _____
Title: _____
Date: _____

LENDER:

Signature: _____
Print: _____
Owner Artist
Date: _____

EXHIBITION AGREEMENT INVENTORY

Title & Date of Artwork: _____ Artist: _____

Description: _____ Condition: _____

Insurance Value: \$ _____ Dimensions (Height x width x depth): _____

Medium/Hardware needed: _____

Special Instructions (attach sheet if needed): _____

Title & Date: _____ Artist: _____

Description: _____ Condition: _____

Insurance Value: \$ _____ Dimensions (Height x width x depth): _____

Medium/Hardware needed: _____

Special Instructions (attach sheet if needed): _____

Title & Date: _____ Artist: _____

Description: _____ Condition: _____

Insurance Value: \$ _____ Dimensions (Height x width x depth): _____

Medium/Hardware needed: _____

Special Instructions (attach sheet if needed): _____

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Insurance Value: \$ _____ Dimensions (Height x width x depth): _____

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Special Instructions (attach sheet if needed): _____

Title & Date: _____ Artist: _____

Description: _____ Condition: _____

Insurance Value: \$ _____ Dimensions (Height x width x depth): _____

Medium/Hardware needed: _____

Special Instructions (attach sheet if needed): _____

Title & Date: _____ Artist: _____

Description: _____ Condition: _____

Insurance Value: \$ _____ Dimensions (Height x width x depth): _____

Medium/Hardware needed: _____

Special Instructions (attach sheet if needed): _____

Repeat information above as needed for complete inventory.