



PENETANGUSHENE CENTENNIAL MUSEUM & ARCHIVES EXHIBITION CONTRACT

This agreement is made in duplicate on _____, 20__ between the Penetanguishene Centennial Museum & Archives (herein after called “the Museum”) and _____ (herein after called “the Exhibitor”).

The parties hereto agree as follows:

1. GENERAL INTENT

The Museum will present an exhibit in that part of the Museum space commonly referred to as The Great Hall. The exhibit will contain objects/works by the Exhibitor as per the attached list (provided by the Exhibitor) . The exhibit will take place from _____, 20__, to _____, 20__. Access to the Museum and the great hall will be provided to the Exhibitor on _____, 20__ for setup. The Exhibitor will dismantle the exhibit on _____, 20__.

2. PRESENTATION

The responsibility of framing will rest with the Exhibitor. The Exhibitor has control over the presentation of their work but the final decision rests with the Museum. The Museum will provide chain and “S” hooks to hang the works.

3. FEES

The Exhibitor will pay the following fees to the Museum:

- I) Exhibition Fee: \$50.00 – four weeks or less
- \$65.00 – six weeks or less
- \$80.00 – eight weeks or less

The Exhibitor will pay the following fees to the Liquor License and Control Board if they choose to serve liquor at the opening:

- I) Liquor License: \$25.00

OR

The Museum shall purchase materials, supplies and staff time to the value of: \$nil.

4. EXTENDED DURATION

The Museum may, with the consent of the Exhibitor, extend the duration of the exhibition.

5. DOCUMENTATION

The Exhibitor shall provide a title for the exhibit, a list of works/artifacts with titles, medium and support size, evaluation for insurance prices, and sale price(s) if applicable to the Museum on or before _____, 20__.

6. INSURANCE

The Museum or its agents will be responsible for the insurance of the full value (as stated in article 5) of the works/artifacts including the full deductible amount, while in the possession of the Museum.

7. TRANSPORTATION

If applicable, the cost of shipment of the exhibit to the Museum will be the responsibility of the Exhibitor. The cost of shipment to return the exhibit will be the responsibility of the Exhibitor and shall be shipped by the Exhibitor.

8. PUBLICATIONS

The preparation and printing of the hand list/catalogue/information sheet to accompany the exhibit shall be the responsibility of the Exhibitor.

The preparation and printing of item and headline labels including research and writing shall remain the responsibility of the Exhibitor.

9. PROMOTION

The promotion of the exhibit shall be the responsibility of both parties. Both parties reserve the right to review promotional materials before distribution/publication.

10. RECEPTION

The Museum will host an opening reception on _____, 20__, from _____ to _____.

The Exhibitor shall prepare and print invitations. The Museum will send invitations to its Board Members, Friends and its membership. The Exhibitor shall send invitations to his/her regular mailing list.

The Exhibitor shall prepare and provide refreshments, which shall be served by the Exhibitor.

Set up and clean up for the reception shall be done by the Exhibitor. The Exhibitor shall provide glasses, napkins, tablecloths, and centrepieces.

11. INSTALLATION

The Exhibitor shall be responsible for the hanging, display, and dismantling of the exhibit. No nails, screws or tape shall be put into or on walls or ceilings, props, or any other building material or property owned by the Museum without the express consent of the Museum Curator. No doors shall be taken off hinges, signs or artifacts moved or altered without express consent of the Museum Curator. The final decision on hanging, display and dismantling of the exhibit rests with the Museum.

Any questions regarding installation should be directed to the Curator. Answers to questions on installation details and permission given by anyone other than the Curator including staff, volunteers or individual Board members are not binding.

12. COPYRIGHT

The Museum shall not permit reproductions of the works of art/artifacts for the purpose of sale, rental, loan or distribution of any kind without the written permission of the Exhibitor. The Museum reserves the right to reproduce for promotion and education purposes.

13. EXHIBITION

The Museum shall not repair, replace, or otherwise change works of art/artifacts for the purposes of sale, rental, loan or distribution of any kind without the written permission of the Exhibitor. The Museum reserved the right to reproduce for promotion and education purposes.

The Exhibitor shall not remove items form the exhibition without the consent of the Museum.

14. SALES

The Museum shall charge a 20% commission on sales to be paid to the Museum by the Exhibitor as sales take place.

Works may be sold and removed from the exhibition during the exhibition period if the artist provides permission.

15. CRIMINAL CODE

All of the works of art/artifacts referred to in section 1 (GENERAL INTENT) are to be displayed in the exhibition and no deletion is to be made therefrom without the consent of the Exhibitor and the Museum.

The Museum can request that scandalous, obscene or immoral works be removed from the exhibition. If the Exhibitor refuses, the Museum has the right to cancel the exhibition without prejudice or penalty to the Exhibitor.

16. FORCE MAJEURE

In the event that the performance of this agreement or any part thereof on the part of the Exhibitor or the Museum shall be delayed or prevented by an Act of God, physical disability, the acts or regulations of any duly constituted public authorities, strikes, civil tumult, epidemic, interruption of delay of transportation services or other causes beyond their respective control, each shall be relieved of their respective obligations hereunder during the period such delays exist. It is understood and agreed that there shall be no claim for damages by either party hereto for any such prevention or delay.

17. AMENDMENTS

All amendments and modifications of this agreement will be with the written consent of both parties.

Signed this day, _____, 20__.

x _____
The Museum

x _____
x _____
x _____
x _____
x _____
x _____
x _____
x _____
x _____
The Exhibitor

Exhibitor's Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____