

SMITHSONIAN INSTITUTION TRAVELING EXHIBITION SERVICE (SITES)  
EXHIBITION CONTRACT

**Key Terms**

Contract #: **xxxx**

Exhibition #: **xxxx**

Date:

Borrowing Institution:  
(State Humanities Council)

Exhibitors= Addresses:

Exhibitors= Shipping Addresses:

Exhibition:

Booking period: **xxx to xxx**

Security Level: **Limited**

**Please sign the last page of this contract and initial every page at the lower right corner to indicate your acceptance of the terms and conditions stated within.**

**This contract must be signed and returned within 30 days.** If the borrower cannot return the contract within 30 days, SITES must be contacted immediately. SITES reserves the right to cancel the reservation if the contract is not returned in 30 days.

**SITES' Federal ID # is 53-0206027.** Please call SITES with questions at (202) 357-3168:

Scheduling and Exhibitor Relations: **Sandra Narva 202-357-3168 x126**

Project Directors

**Carol Harsh 701-263-1912**

**Rozanna Sokolowski 202-633-0078**

Registrar:

**Terri Cobb 202-275-1260**

Public Relations:

**Anabeth Guthrie 202-357-3168 x140**

**Miriam Keegan 202-357-3168 x118**

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**THIS EXHIBITION CONTRACT**, effective on the date of its execution by both parties (hereinafter the Agreement), is made by and between the Borrowing Institution (hereinafter "Borrower") and the Smithsonian Institution, a trust instrumentality of the United States established by an Act of the United States Congress in 1846 (20 U.S.C. ' ' 41 et seq.) on behalf of the Smithsonian Institution Traveling Exhibition Service (hereinafter SITES).

**WHEREAS**, SITES is a program office of the Smithsonian Institution charged with the mission to travel exhibitions that connect the American public to the Smithsonian Institution;

**WHEREAS**, Borrower desires to borrow the Exhibition from SITES for the purpose of displaying the same for the duration of the Booking Period at the Exhibitor locations set forth on Page 1 of this Agreement; and

**WHEREAS**, Museum on Main Street is a partnership program between the Smithsonian Institution Traveling Exhibition Service (SITES) and state humanities councils across the country to bring exhibitions and humanities programming to rural communities around the nation and SITES desires to lend the Exhibition to Borrower for such purpose;

**WHEREAS**, the Borrower agrees to place the Exhibition at the following pre-determined venues (herein referred to as Exhibitors) during the Term of this agreement;

**Venue**

**Dates**

**WHEREAS**, the Borrower has entered into an agreement with the Federation of State Humanities Councils to participate in the Museum on Main Street partnership, which includes the payment of a pre-determined participation fee.

**NOW, THEREFORE**, in consideration of the payment by Borrower of the Participation Fee plus shipping costs as described hereinbelow and the mutual covenants and agreements contained herein, the parties agree as follows.

## 1. USES

1.1 SITES' traveling exhibitions may be used for educational purposes only. No commercial or political use may be made of a SITES exhibition.

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1.2 A special entrance fee (other than museum general admission) may not be charged to offset direct costs of the Exhibition, without prior permission from SITES.

1.3 The names of the Exhibition, SITES, and the Smithsonian Institution shall not be used in conjunction or connection with any general museum fund-raising or political event or for another purpose not specified in this agreement without the prior written approval from SITES.

1.4 The Exhibition must be shown intact and in its entirety. No component may be omitted from an exhibition without prior permission from SITES.

1.5 SITES exhibitions must be accessible to the public. Access shall not be denied to anyone on the basis of race, color, creed, national origin, physical or cognitive disability, sex, age, or any other basis prohibited by applicable law.

## **2. BOOKINGS**

2.1 Bookings are valid at Exhibitors only as agreed upon by prior SITES= approval.

2.2 SITES must be informed of the exact location of the Exhibition at all times. Borrower must obtain the prior written approval of SITES to show the exhibition at an alternate location other than that specified in this contract.

2.3 The Borrower agrees to adhere to SITES= Limited Security guidelines (as set forth in Section 8 below) when choosing venues for this Exhibition-

2.4 If the Borrower cannot execute and return this contract in thirty (30) days, SITES must be contacted immediately. SITES reserves the right to cancel this reservation if the contract is not returned in thirty (30) days.

2.5 No participation fees to SITES will be charged on a per-venue basis, but the Borrower does agree to arrange and pay for all shipping charges within the state between venues (See #6, Handling and Transportation for further details).

## **5. INSURANCE.**

SITES will provide wall-to-wall collection coverage, with standard exclusions, for the Exhibition during transit, display and storage.

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Borrower shall maintain commercial general liability (CGL) coverage which includes coverage for (1) bodily injury, property damage, products liability, and contractual liability; and (2) advertising injury and personal injury pertaining to activities/exhibits undertaken by borrower and **exhibitors** pursuant to this Agreement. Borrower shall maintain limits of at least \$250,000 dollars per occurrence for all coverages. Borrower shall name the Exhibitors, the Smithsonian Institution, and the United States Government as Additional Insureds by specific broad form endorsement to the CGL policy and any umbrella liability policy and shall provide the Smithsonian evidence of this additional insured status at least thirty (30) days prior to the date the Exhibition is shipped to the first Exhibitor.

## 6. INDEMNIFICATION

Liability for damage to the Exhibition is specified above, in Section 5, **Insurance**. All other risks to persons and property (excluding art works in the Exhibition) arising from Borrower= and Exhibitors= performance under this Agreement will be the responsibility of the Borrower. The Borrower agrees to indemnify and hold harmless the Smithsonian Institution, its Regents, officers, employees, agents and the United States Government, from and against any and all responsibility and liability for claims, damage, loss or expense, including legal fees or other expenses, caused by or arising from any act or omission in the performance of this Agreement by Borrower, its representatives, agents, employees, and Exhibitors.

## 7. GENERAL SECURITY and ENVIRONMENTAL REQUIREMENTS

- 7.1 The Borrower agrees to select and book only Exhibitors that agree to meet fire precautions as required by law or local ordinance; safe handling, unpacking, and repacking of the Exhibition; attend MoMS program planning and installation workshops for training on safe handling, unpacking, and repacking of Exhibition; and all required security measures and environmental conditions stipulated in this contract. Borrower shall exercise its best efforts to assure that the Exhibition remain in the same condition in which it was received.
- 7.2 Smoking, eating, and drinking are prohibited in the Exhibition area, Exhibitor storage, receiving, staging and loading spaces at all times when the Exhibition is within

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those spaces. However, the Exhibitors have permission to hold opening events in the exhibition space. If an event is held in the exhibition space and the Exhibition is damaged by food or drink, the Exhibitor is responsible for damage or loss and should contact SITES immediately for further instructions.

- 7.4 Exhibitors must report any malfunctions, damage, loss, or breakage to SITES immediately. If such notice is not given and the Exhibitor effects repairs at its own expense, SITES will not pay for such costs. Unauthorized repairs or replacements are not permitted.

## **8. SPECIFIC PROTECTION and ENVIRONMENTAL CONTROLS.**

In addition to the conditions specified in section 7, General Security and Environmental Requirements, above, Borrower shall ensure that the Exhibitors provide the following, according to the security level designated for the Exhibition. This Exhibition has been designated Limited Security. Borrower must ensure that the Exhibitors meet the following conditions for the Exhibition:

### **8.1.1 Space.**

The Exhibition must be displayed in a gallery, lounge area, or other defined, enclosed, interior space. It must not be displayed in a hallway, corridor, or other passageway; outdoors; or in a tent or other temporary building.

### **8.1.2 Protection.**

The Exhibition must be under continuous surveillance during public hours. The supervising person may be performing other duties in addition to watching the Exhibition, so long as the Exhibition remains within the view of the supervising person at all times. The Exhibition must not be left unsupervised at any time while open for viewing. The Exhibition area must be locked and secure during closing hours. (For the purpose of this agreement, Aclosing hours@ is defined as any time of day or night in which the Exhibition is not open for viewing.)

## **9. STANDARD TRANSPORTATION and HANDLING.**

The designation for shipping this exhibition is standard. SITES will arrange and pay for shipping to the Borrower=s first Exhibitor and from the Borrower=s last Exhibitor back to SITES. The

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Borrower is responsible for shipping of the Exhibition between Exhibitors within state.

9.1. The Borrower will oversee the transportation of the Exhibition between Exhibitors on the tour. Given the often tight time between bookings, the Borrower will work to ensure that the Exhibition is packed by Exhibitors and shipped quickly so as to allow the next Exhibitor enough installation time. If the Exhibitor has not received telephoned or written *notice* of incoming shipment from the previous Exhibitor three (3) working days in advance of the opening date, the Exhibitor must contact MoMS= registrar immediately.

#### 9.2 **Unpacking the Exhibition.**

The Exhibitors must examine the Exhibition, report its condition on the forms provided by SITES' registrar, and return the condition report summary to SITES' registrar within forty-eight (48) hours of unpacking, with a copy to the Borrower.

**The Borrower must contact SITES' registrar immediately if any damage is noted. Under no circumstances may any alteration or repair to Exhibition materials or objects be undertaken without prior written permission from SITES' registrar.**

#### 9.3 **Storage of Exhibition and crates.**

Neither Exhibition components nor crates may ever be stored outdoors. The chosen storage space for crates should be approximately 50 square feet and be cool, dry, and clean. Refer to specific instructions provided by SITES in the Registration Advance Materials package.

#### 9.4.1 **Outgoing shipping procedures.**

Excepting the shipment to the first Exhibitor and from the last Exhibitor (to be handled by SITES), shipping instructions will be sent by Borrower to each Exhibitor during the month of the Exhibition's scheduled opening date at that Exhibitor=s venue. SITES will provide shipping labels to Borrower.

Borrower must provide shipping instructions to the Exhibitor at least ten (10) days prior to the scheduled closing of the Exhibition at that Exhibitor=s venue; if they are not received Borrower must notify SITES' registrar immediately.

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Non-compliance with SITES' shipping instructions will result in the Borrower's financial responsibility for all costs (such as, but not limited to, overnight airfreight expenses and/or overtime personnel charges) incurred in the timely delivery of the Exhibition to the next Exhibitors. Such costs shall also include any consequential damages incurred by the next Exhibitor and/or next Borrower as a result of the delay.

**10. EXHIBITOR KIT.**

SITES will provide the Borrower and each Exhibitor with one set of resource materials (e.g., installation, publicity, development, and educational materials and publications, if applicable) prior to the Exhibition booking period.

**11. CREDITS.**

The Borrower and Exhibitors must use the official national credit line on all printed and visual materials, included but not limited to invitations, brochures, posters, advertisements, banners, signage, websites, catalogues, and press releases associated with the Exhibition.

11.1 The Borrower and Exhibitors shall include the Smithsonian Institution logo and the national sponsor(s) logo, the state humanities council logo, and names of the national sponsor(s) beneath the credit line on all printed or published materials.

11.2 The official credit line for this Exhibition is:

**\*\*\*official credit line**

11.3 The Borrower agrees to provide SITES with copies of press clippings and public announcements, installation photographs, and approximate visitation figures for the Exhibition at each venue as specified below in Section 15, **Close-Out Survey**.

**12. SPONSORSHIP.**

The National sponsor(s) of the Exhibition are [**names of national sponsors**].

12.1 Borrower shall ensure that the Exhibitors provide the national sponsor with acknowledgment through the national credit line on all printed and visual material;

12.2 The Borrower and/or the Exhibitors may solicit and procure local sponsorship for the Exhibition and related programs and publications, but these local sponsors may not be industry competitors of the national sponsor(s). Local sponsor(s) must be approved in advance by SITES to avoid potential conflicts. The

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Development Office may be reached by telephone at 202/357-3168 x103.

12.3 Local sponsor(s) must be listed after and in a type smaller than the national sponsor(s). Logo(s) of local sponsor(s) must be the same size or smaller, may not appear with out the logo(s) of the national sponsor(s), and must be approved according to review process outlined below in Section 13, Media Review.

### **13. MEDIA REVIEW.**

SITES will provide the Borrower and Exhibitors with sample press materials and guidelines on logo use. The Borrower is responsible for ensuring all press, including materials produced by Exhibitors, includes the official credit line and logo and adheres to SITES= guidelines on logo use. If the Borrower has questions about the use of this material or logos, they may be directed to MoMS Project Director Rozanna Sokolowski at 202-633-0078.

13.1 The Borrower agrees to use its best efforts to promote and advertise the Exhibition. Best efforts may include but are not limited to: press conferences, distributing media packets and scheduling media opportunities, organizing special media events.

13.2 At the request of SITES' Public Relations department, invitations to special events will be sent to sponsors, civic or government representatives, Smithsonian staff, national press or others as appropriate.

13.3 SITES maintains a MoMS website - [www.museumonmainstreet.org](http://www.museumonmainstreet.org) - which features exhibitions developed by SITES with brief illustrated descriptions, tour itineraries, press announcements, publications ordering information and educational resources. Exhibitors may establish links to it during the duration of each such Exhibitor=s booking period, subject to the standard linking policies and procedures of the Smithsonian Institution which shall be provided upon request.

### **14. EDUCATION MATERIALS REVIEW.**

Should the Borrower or the Exhibitors wish to supplement SITES materials and create original educational materials for distribution to the general public, the Borrower must seek special permission from SITES Project Director Rozanna Sokolowski at 202-633-0078 to do so. SITES staff will assist with the development of these materials to the extent possible. Materials must be submitted

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in draft form at least two (2) weeks before production for SITES review and approval.

**15. CLOSE-OUT SURVEY.**

The Borrower agrees to provide SITES with copies of press clippings and public announcements, installation photographs, and demographic information and attendance figures for the Exhibition at each venue within two (2) weeks following the conclusion of the booking at that venue. A close-out survey form will be provided to the Exhibitors in the exhibition support notebook and on the project website. Borrower agrees to assist in gathering and submitting close out surveys to SITES.

**16. COPYRIGHT.**

The Smithsonian Institution and/or its collaborator(s) own all rights, including copyright, in and to the Exhibition, its text, and all its ancillary materials. Except as specifically set forth in this Agreement, the Borrower and the Exhibitors shall not reproduce, distribute, display, alter or otherwise use the Exhibition or any portion of the Exhibition for any purpose without the express written permission of the Smithsonian.

**17. ASSIGNMENT/AMENDMENT.**

This Agreement is binding on and personal to the Borrower and the Smithsonian and shall not be assigned, amended, or modified without the prior written consent of both parties.

**18. NO WAIVER OF BREACH.**

The failure of either party to insist upon the strict performance by the terms of this Agreement shall not be construed as a waiver by that party of its rights to insist at any subsequent time upon the full performance of any of the terms of this Agreement.

**19. INDEPENDENT CONTRACTOR.**

The Borrower is an independent contractor and has no power or authority to act for, represent, or bind SITES, the Smithsonian Institution, or any entity affiliated with the Smithsonian Institution in any manner.

**20. CANCELLATION OF BOOKING; TERMINATION OF AGREEMENT.**

Exhibitor bookings may be cancelled and/or this Agreement may be terminated only in accordance with the following:

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20.1 Cancellation by Borrower. The Borrower must notify SITES in writing of any need to cancel any of the Exhibitors= bookings. If an Exhibitor=s booking is canceled, Borrower shall use best efforts to locate an alternate exhibitor for that booking period.

The Borrower shall be required to pay to SITES in full the participation fee and any expenses, including arising out of and relating to a cancellation, unless SITES locates an alternate borrower.

20.2 Cancellation by SITES. SITES reserves the right to cancel any of the Exhibitors= bookings this booking and/or terminate this Agreement by written notice at any time upon the occurrence of any one or more of the following events:

20.2.3 Failure to Return Executed Agreement: If the Borrower cannot return this Agreement within thirty (30) days and does not contact Carol Harsh at 703-263-1912 to make alternate arrangements.

20.3 Termination of the Exhibition. In the unlikely event that SITES must cancel the Exhibition for any other reason, SITES will not be responsible for any damages or other costs arising from such a cancellation or termination.

## **21. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties and supersedes all previous negotiations, representations, and agreements on this matter. There are no other written or oral agreements, representations, or understandings with respect to the subject matter of this Agreement. This Agreement shall not be deemed effective, final, or binding upon the Borrower or the Smithsonian until it is signed and dated by each party=s representative.

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**This agreement, when signed below by both parties, constitutes a binding contract between the Borrower and the Smithsonian Institution. No changes in the terms of this contract may be made without express prior written consent of both parties.**

**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.**

*For the Borrower*

\_\_\_\_\_  
Signature of authorized representative  
**Name and Title of Signer**

\_\_\_\_\_  
Date

*For the Smithsonian Institution*

\_\_\_\_\_  
Signature of authorized representative  
**K. Denise Schelin, Assistant Contracting Officer**

\_\_\_\_\_  
Date