

## Justseeds Contract: **Exhibition Loan**

AGREEMENT made as of \_\_\_\_\_, between Justseeds Artists' Cooperative (hereinafter referred to as "JAC"), located at 460 Melwood Avenue, Pittsburgh, PA, 15213, and \_\_\_\_\_ (hereinafter referred to as the "Exhibitor"), \_\_\_\_\_.

WHEREAS, JAC is a recognized a professional artist organization that creates artworks for sale and exhibition; and  
WHEREAS, the Exhibitor wishes to exhibit the work of the Artist; and  
WHEREAS, the parties wish to have the exhibition governed by the mutual obligations, covenants, and conditions herein;  
NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

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**1. Creation and Title.** JAC hereby warrants that JAC created and possesses unencumbered title to the works of art listed and described on the attached Schedule of Artworks ("the Schedule") and has the right to loan these works for purposes of exhibition.

**2. Duration of Loan, Manner of Exhibition, and Fee.** The Artist hereby agrees to loan to the Exhibitor the works listed on the Schedule for the time period commencing \_\_\_\_\_, and concluding \_\_\_\_\_.

**3. Delivery, Condition, and Care.** All costs of delivery shall be paid by the Exhibitor. The Exhibitor shall be responsible for the shipping for the work to and from the gallery. The shipping cost to the gallery will be included in an invoice, from JAC to the Exhibitor.

The Exhibitor agrees to transmit a written report to JAC within five working days of the delivery of the works, specifying their condition and whether they appear in any way damaged. Further, the Exhibitor agrees to use the same standard of care for the works as it uses for comparable works in its own collection. The Exhibitor agrees to return the works in the same condition as received. The Exhibitor shall return the works by \_\_\_\_\_.

**4. Loss or Damage and Insurance.** The Exhibitor shall be responsible for loss of or damage to the works from the time of shipment from JAC through the time of delivery back to JAC. The Exhibitor shall insure each work for the benefit of JAC for the full value listed on the Schedule. (If insurance of the works is not possible, this contract may be amended so that the Exhibitor is liable for the full cost of the work if it is damaged, regardless of insurance.) This insurance shall be pursuant to a policy providing wall-to-wall all-risks coverage maintained in force by the Exhibitor. The Exhibitor shall provide a Certificate of Insurance for the works if JAC so requests.

**5. Use of Work.** The Exhibitor hereby agrees that the loan of the works under this Agreement is solely for purposes of exhibition and that no other uses shall be made of the work, such other uses including but not being limited to commercial exploitation, broadcasts, or other reproduction (this does not however include promotion of the exhibition). Please contact us at [store@justseeds.org](mailto:store@justseeds.org) if you need high resolution images of the work for promotion of the exhibition. Promotional materials should be sent to JAC for our archive.

**6. Framing, Installation, Display.** The prints the Exhibitor will receive are not framed. They can be displayed using frames, binder clips or high-powered magnets with flat push pins behind the corners (recommended). The Exhibitor will not put holes in the prints or insert tacks or push pins directly into the prints, or adhere tape or wall adhesive directly on the prints. When displayed, each work or body of work shall be accompanied by a label or plaque identifying the work.

**7. Copyright and Reproduction.** JAC and the individual artists reserve all reproduction rights, including the right to claim statutory copyright, on all works listed on the Schedule. No work may be photographed, sketched, painted, or reproduced in any manner whatsoever without the express, written consent of JAC. The Exhibitor may reproduce the works for its catalog of the exhibition and promotion.

**8. Termination of Right to Exhibit.** The right to exhibit pursuant to this Agreement shall terminate as of April 30, 2017. In the event of the failure of the Exhibitor to exhibit the works or in the event of an exhibition or other act in violation of the terms of this Agreement, JAC shall have the right to terminate the right to exhibit under this Agreement by written notice to the Exhibitor. The right to exhibit pursuant to this Agreement shall automatically terminate in the event of the Exhibitor's insolvency or bankruptcy. In the event of termination of the right to exhibit pursuant to this Paragraph 8, the works shall be

returned forthwith to JAC pursuant to the provisions of Paragraph 4.

**9. Non-Assignability.** Neither party hereto shall have the right to assign this Agreement without the prior written consent of the other party. JAC shall, however, retain the right to assign monies due to him or her under the terms of this Agreement.

**10. Heirs and Assigns.** This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives, and references to JAC and the Exhibitor shall include their heirs, successors, assigns, and personal representatives.

**11. Integration.** This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties.

**12. Waivers.** A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.

**13. Notices and Changes of Address.** All notices shall be sent to JAC at the following address: 460 Melwood Avenue, Pittsburgh, PA, 15213, and to the Exhibitor at the following address: \_\_\_\_\_.  
Each party shall give written notification of any change of address prior to the date of said change.

**14. Governing Law.** This Agreement shall be governed by the laws of the State of Pennsylvania.

**IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first set forth above.**

JAC \_\_\_\_\_

Gallery \_\_\_\_\_  
Authorized Signatory, Title

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**Schedule of Artworks:**