

XYZ MUSEUM
Museum Avenue,
Baldwin, NY 11510

Date: _____

TO:

Name and address of Artist:

Re: (Project Title)

Dear :

We are delighted that we will be working together and we would like to take this opportunity to confirm the arrangement between you and the XYZ Museum ("us").

Your Work:

You will design, develop and implement the exhibit component, media product and/or artwork listed above and described on the Addendum which is attached to and a part of this Agreement.

Your services will be divided into phases to the extent indicated in the Addendum—specifically: design development, prototype and testing, construction, completion and installation, and follow-up.

A description of each phase and the completion and delivery date for each phase are set forth on the Addendum. You agree to strictly comply with the completion and delivery timetable. We may modify or extend (but not accelerate) delivery and completion dates as necessary to adjust to our revised schedules and/or to coordinate with the completion and delivery dates for other components, products, works of art or exhibits. We will reimburse you for the reasonable out-of-pocket costs you may incur as a result of such modification or extension.

You will work with a Museum-appointed representative who will be responsible for approval of all designs and deliverables. Work on a new phase of the project should not proceed until we have approved all work on the previous phase. We have appointed _____ as our representative.

Payment and Cancellation:

The total fee for your services under this Agreement will be \$ _____. Your fee will be payable in installments, as listed on the Addendum, with payments to be made upon the execution of this Agreement and upon the timely and satisfactory completion of each development phase.

The compensation set forth in the Addendum is all-inclusive. There shall be no additional charges or disbursements payable for the work to be performed in connection with this Agreement except for additional charges agreed upon by us in advance and except for work which is requested by us which is outside of and in addition to the scope of work on the attached Addendum. Unless agreed upon by us in advance, you are responsible for all charges of transporting the exhibit component, media product and/or artwork (including all models and prototypes) and for all transportation and lodging charges for you and any approved contractors or subcontractors.

We may cancel this Agreement at the end of any phase or, by giving ten days written notice to you at any other time. In the event of such cancellation, or of any claim by you against us, our only obligation will be to pay you for all work satisfactorily completed up to the time of cancellation or the time of the claim.

Additional Terms and Conditions:

The work produced or created by you in connection with this Agreement and delivered to us shall become our property. You shall retain all ownership rights to the design copyrights and patents to the work, and the Museum shall have the right to use the work and depictions of the work in connection with the promotion, marketing and advertising of the Museum and its activities.

In order to maintain a record of how the Museum's exhibits are constructed and designed, the Museum shall be entitled to retain copies of prototypes, scripts, graphics, label copy, and drawings which are submitted to the Museum in connection with the bidding, design, development, construction and other presentations and demonstrations of the work.

You warrant and represent that the performance of your obligations under this Agreement will not infringe upon any copyright, trademark, patent or other intellectual property rights of any third party and will not require the consent or agreement of or the payment of any royalty or other fee to any third party.

You will not assign, subcontract, or transfer all your obligations under this Agreement. You may, however, subcontract for supporting subcomponents. If you do subcontract, you will still be fully responsible to us for all the obligations of the Agreement.

You agree to hold us harmless for any claims that arise out of your gross negligence or the gross negligence of anyone you employ or anyone you hire as a subcontractor under this Agreement.

We shall credit you on or near your completed work. The size and style of such credit will be left to our reasonable discretion.

Any changes to this Agreement must be made in writing and be agreeable to both of us. This Agreement shall be governed by the laws of the State of New York.

Please indicate your acceptance of this Agreement and its terms by signing the enclosed copy of this letter in the space provided and returning the signed copy to us.

We look forward to working with you.

XYZ Museum

By: _____

Acceptance of this Agreement:

As of this date, I agree to the terms of this Agreement.

(Business Name of Artist)

By: _____

(Print Name)

(Print Title)

ADDENDUM

1. DESCRIPTION OF PROJECT: (attach additional sheets or material if necessary)

2. TIMETABLE:

Design Development Completion Date: _____

You will deliver drawings and specifications that will include all information necessary to describe the appearance, size, operation, function, fabrication and installation of the component, product, or artwork and its integration with the exhibit. You will identify the footprint, lighting, electrical and other technical requirements of the component, product or artwork. You will submit these documents and materials to us for review, and for approval. If required, revised materials and/or documents incorporating our comments shall be delivered to us for final approval. Preliminary design and contract specifications shall be agreed upon.

Additional Requirements:

Prototype and Testing Completion Date: _____

If we require, you will deliver a working model or prototype of the component, product, or artwork. You will cooperate with us, our architects and advisors to test the model or prototype (if applicable).

Additional Requirements:

Construction**Completion Date:** _____

The final construction or fabrication of the component, product or artwork will be completed and the item will be delivered to the Museum premises. You will insure compliance with final design and contract specifications and coordinate final installation to comply with applicable Museum time schedules. You will assist us to prepare a final punch list of required or recommended changes. You will insure that all such changes are completed prior to the final installation date.

Additional Requirements:

Completion and Installation Completion Date: _____

All punch list items shall be completed. You will insure, to the satisfaction of the Museum, the proper and timely final completion, installation, and actual operation and execution of the component, product or artwork in accordance with final contract specifications and cooperate with us to insure its proper functioning. If required, you shall make appropriate changes and revisions.

Additional Requirements:

Follow-Up**6 Months After Completion or Opening Date**

For a period of six months after completion of installation or the new museum opening date, whichever is later, you will make any required changes or adjustments to correct defects in design, function, construction, and installation.

Additional Requirements:

3. FEE SCHEDULE

The payment schedule for the project is set forth below. Fees include all deliverables, services and disbursements, except for approved additional charges specifically listed below. Payment following the completion of any phase will be conditioned upon the Museum's approval of the timely and satisfactory completion of that phase.

Deposit upon execution of this Agreement: \$ _____

Upon satisfactory completion of the Design Development phase: \$ _____

Upon satisfactory completion of the Prototype/Testing phase: \$ _____

Upon satisfactory completion of the Construction phase: \$ _____

Upon satisfactory completion of the Completion/Installation phase: \$ _____

Upon satisfactory completion of the Follow-Up phase: \$ _____

TOTAL FEE: \$ _____

Approved Additional Charges: