

TRAVELING EXHIBITION CONTRACT

(SAMPLE ONLY)

BETWEEN: (Lender)	Peterborough Museum and Archives P.O. Box 143 300 Hunter Street, East. Peterborough, ON K9J 6Y5 (Hereafter designated PMA)
AND: (Borrower)	Museum Name 123 Anywhere St. Anytown, Ontario
EXHIBIT TITLE:	Voices of the Town – Vaudeville in Canada
LOAN PERIOD:	Opening: ~ Month DD, YYYY Closing: ~ Month DD, YYYY <small>Note: Approximate delivery: MM/DD/YYYY (exact date will be negotiated by shippers) Approximate date of pick-up: MM/DD/YYYY(exact date will be negotiated by shippers)</small>
EXHIBIT CONTENT:	<ul style="list-style-type: none"> • Nine (9) canvas exhibit panels and associated hanging system/bases • Eleven (11) placards/stands (6 large, 5 small) • One (1) bi-fold PVC panel in extruded aluminum frame – Balsillie Collection of Roy Studio Images • One (1) freestanding display case, containing Oklahoma Jack mannequin / costume • One (1) freestanding display case, containing Oklahoma Jack touring trunk • One (1) reproduction kinoscope, featuring audio-video (desktop PC, LCD projector and Laptop) • One (1) "Canvas Roll Viewer", modeled after reproduction kinoscope • One (1) reproduction ticket booth, containing mannequin "ticket agent" • One (1) education/programming kit including 5 audio CDs, 4 CD players and multiple costumes and props (see Education Manual for details) • Option to purchase Voices of the Town merchandise for re-sale For more details of exhibit content, please refer to your Borrowers' Package
FEE:	\$800.00 for an 8-week loan period, plus shipping and applicable taxes
SHIPPING:	<ul style="list-style-type: none"> • Will be arranged by Lender. • Borrower is responsible for shipping fees – Cost TBD
CREDIT LINE:	Organized and circulated by the Peterborough Museum and Archives / Organisée et mise en tournée par le Peterborough Museum and Archives
CREDIT LINE, SPONSORS:	Generously supported by the Department of Canadian Heritage / Nous tenons à remercier pour le soutien; Patrimoine canadien

We the undersigned agree to present this exhibition in accordance with the terms outlined in this contract. This agreement, when signed by both parties, constitutes a binding contract between the Borrower and the PMA. No changes in the terms of this contract may be made without express written consent of both parties.

I affirm I have full authority on behalf of the Borrower

PMA's Signature: _____

Borrower's Signature: _____

PMA's Name: _____

Borrower's Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

This contract, which consists of 4 pages, is sent in duplicate; please sign and return both copies. One countersigned copy will be returned to you, for your records.

1.0 GENERAL

- 1.1 The Borrower confirms that the information contained in the Standard Facilities Report on file with the PMA is current and accurate.
- 1.2 The Exhibit is entrusted to the Borrower on the understanding that the Borrower will work diligently to protect and care for the Exhibit to recognized professional standards.
- 1.3 The Exhibit will serve only educational purposes and will not be used for commercial or political purposes.
- 1.4 Within 30 (thirty) days of the Exhibit's closing date, the Borrower will complete and return to the PMA the Exhibit Condition Report, as well as copies of all paid and unpaid promotional material gathered by the Borrower.
- 1.5 This contract will be governed by and interpreted according to the laws of the Province of Ontario.

2.0 CONSERVATION AND HANDLING OF THE EXHIBIT

- 2.1 The Borrower agrees to follow all specific written instructions for the Exhibit's handling, packing, crating and shipping provided by the PMA.
- 2.2 Storage of the Exhibit prior to installation must be in an area free of pests, preferably designated for the storage of crates.
- 2.3 Empty crating materials not displayed with the Exhibit must be sealed and stored in an area with pest control measures in place, preferably designated for the storage of crates.
- 2.4 All Exhibit components shall remain in the same condition in which they were received by the Borrower. Fumigation, repair or alterations of any kind may not be carried out without written permission from the PMA.
- 2.5 Damage, whether sustained in transit or on the Borrower's premises, and regardless of who may be responsible, must be reported immediately to the PMA. Should damage occur during transit, the Carrier must be notified immediately and, where possible, the waybill marked accordingly upon the receipt of the shipment. The Borrower should preserve, and if possible, document with photographs, the damaged components.
- 2.6 The Borrower will check the contents of the Exhibit against the Crate List accompanying the Exhibit, and immediately report any discrepancies to the PMA.
- 2.7 The Borrower will complete the incoming Condition Report within 24 hours after uncrating, and the outgoing Condition Report immediately prior to the Exhibit being re-crated for transport. The PMA must be notified of any change to the condition of the Exhibit while it is in the custody of the Borrower.

3.0 DISPLAY OF THE EXHIBIT

- 3.1 The Exhibit will be shown in a professional manner at the place named in this contract.
- 3.2 The Exhibit will be shown in its entirety without deletions or additions by the Borrower unless the PMA has agreed in writing to specific changes.
- 3.3 The PMA will provide direction concerning the sequence and layout of the exhibit, which will be followed by the Borrower. Any specific instructions regarding the installation of the Exhibit will be followed by the Borrower.

3.4 Labels, text and titles will be provided to the Borrower and may not be revised, added to or deleted without approval of the PMA. Labels, text and titles will be provided in both official languages, as well as digital copies of the PMA's and its sponsors' logos and wordmarks.

3.5 The Borrower will provide a space for the exclusive use of the Exhibit, and free from any activities such as eating, drinking and smoking.

4.0 TRANSPORTATION

4.1 The PMA will make arrangements for shipping.

4.2 The Borrower will be responsible for the full cost of shipping, including any fuel surcharges that may apply.

5.0 INSURANCE

5.1 The Borrower is responsible for the Exhibit while in their custody. The Borrower will be held financially responsible for any damage or loss which results from negligence or from failure to follow the terms of this contract. A certificate of insurance for the value of the exhibit, \$75,000.00 will be issued by the Borrower to the PMA.

6.0 SECURITY SYSTEMS AND PROCEDURES

6.1 The Borrower will ensure the security systems and procedures described in their Standard Facility Report are in effect while the Exhibit is in their custody.

7.0 CREDIT TO THE PCMA AND SPONSORS

7.1 The Borrower is to ensure that credit is given to the PMA and its sponsors as stated on Page 1 of this contract.

7.2 If additional signage is produced for the entrance to the exhibit, the PMA and the Department of Canadian Heritage must be credited.

7.3 Credit to the PMA and its sponsors must always be included in all promotional and support material generated by the Borrower, paid and unpaid, visual and verbal including print advertisements, museum bulletins and newsletters, press releases, posters, invitations and in all electronic media, such as television, radio and the internet.

8.0 PUBLICITY AND REPRODUCTION RIGHTS

8.1 A copy of all publicity material generated by the Borrower will be forwarded to the PMA within 30 days of the closing date of the exhibit.

8.2 All publicity illustrations will be produced from material provided by the PMA, unless other arrangements are approved in writing by the PMA.

9.0 SPONSORSHIP

9.1 The PMA and the Borrower will agree before local sponsorship is accepted. Only in exceptional cases will the PMA deny association with a potential sponsor. The PMA reserves the right to consult with its sponsors prior to any local sponsorship being approved.

10.0 EXHIBITION POSTER

10.1 The PMA will provide 24 Exhibit posters to the Borrower at no extra cost. Additional posters may be provided, for a nominal fee.

11.0 CANCELLATION AND CHANGES

- 11.1 The PMA reserves the right to cancel or withdraw the Exhibit at any time if the terms and conditions of this contract are not fulfilled.
- 11.2 In the event of exceptional circumstances beyond the control of the PMA, the PMA reserves the right to modify the contents of the Exhibit or cancel the Exhibit Tour at any time without penalty.
- 11.3 Educational kits and/or audio-visual and other support material are important elements of the exhibit. Should the Borrower suffer the loss or damage of any of these components, a replacement fee will be charged to the Borrower.

12.0 FINANCIAL ARRANGEMENTS

- 12.1 The Borrower agrees to pay the fee(s) stipulated in the contract within 30 days of the closing date of the Exhibit.
- 12.2 The PMA will not be responsible for expenses incurred by the Borrower in fulfilling the terms of the contract.

13.0 SPECIAL REQUIREMENTS

- 13.1 List of contacts

Borrower:

Primary Contact:

Name
 Street Address
 City, Province, Postal Code
 Tel: (000) 000-0000
 Fax: (000) 000-0000
 E-Mail: youraddress.com

Alternate Contacts:

Name
 Street Address
 City, Province Postal Code
 Tel: (000) 000-0000
 Fax: (000) 000-0000

PCMA:

Primary Contact:

Jon Oldham, Exhibit Designer
 300 Hunter Street, East; PO Box 143
 Peterborough, ON K9J 6Y5
 Tel: (705) 742-7777, ext 2479
 Fax: (705) 743-2614
 E-Mail: joldham@peterborough.ca

Alternate Contacts:

Kim Reid, Curator
 300 Hunter Street, East; PO Box 143
 Peterborough, ON K9J 6Y5
 Tel: (705) 742-7777, ext 2473
 Fax: (705) 743-2614
 E-mail: kreid@peterborough.ca

Pauline Drake, Museum Clerk
 300 Hunter Street, East; PO Box 143
 Peterborough, ON K9J 6Y5
 Tel: (705) 742-2476
 Fax: (705) 743-2614
 E-mail: pdrake@peterborough.ca

PMA Website:

<http://www.peterboroughmuseumarchives.ca>