



## JUMP Curating Curiosities Exhibition Agreement

ARTIST: \_\_\_\_\_ PHONE: \_\_\_\_\_

EXHIBITION NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY, STATE, ZIP: \_\_\_\_\_

EXHIBIT TIME(S)/DURATION: \_\_\_\_\_

This Exhibition Agreement is made between \_\_\_\_\_ (“Artist”) and JUMP LLC (hereafter “JUMP” or “Exhibitor”) for Artist to display their artwork under the terms described below.

**THE EXHIBITION:** While many exhibition opportunities have as their primary focus the sale of consigned work, this Curating Curiosities Exhibition Agreement addresses exhibitions whose main intent is not the sale of work but rather the showcasing of artwork for primarily non-commercial purposes to educate, inform and/or entertain the public.

**PARTICIPATORY ELEMENTS:** You are invited to participate in the following activities that support JUMP’s mission of “Creating an environment for inspiring human potential”:

1. Curating Curiosities: Develop an inexpensive, interactive activity related to your exhibit to include in the Lobby during the duration of your exhibit.
2. First Thursday: JUMP participates year-round in the Downtown Business Association’s First Thursday event. Please plan to be onsite and prepared to engage with visitors regarding your artwork.
3. Connecting Community: We invite you to share your inspiration, background, and works of art during a Connecting Community program.

**LIST OF WORK(S) TO BE EXHIBITED:** Artist must submit a list of the works to be exhibited, including size, date and detail of the materials used. JUMP reserves the right to deny or remove a work from the exhibition should, in the Organizer’s judgement, its condition require it.

**PACKING & SHIPPING:** The Artist will make all arrangements for shipping of the artwork to and from the exhibition space at JUMP. Packing and shipping charges, shipping insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery, display, and return of the work shall be borne by the Artist.

**EXHIBITION SETUP:** The installation methods and locations of the artwork must be pre-approved in advance of its receipt of the exhibition. It is the responsibility of the Artist to install and bear all expenses of the installation of the exhibition, including, but not limited to the following: mounting materials, exhibition furnishings, and graphics. The Artist and JUMP will determine mutually convenient dates for the installation and teardown of the exhibition artwork. The Artist agrees to personally deliver artwork or be available at JUMP to accept delivery of the artwork. The Exhibitor will not be responsible for approving shipments, packing, unpacking or repacking the exhibition.

Please have a didactic label for each piece. All labels should be 3”x 4” and include the following information and format:

Artist Name

Title

Medium

Year/Location Produced

Artist Contact Information (website, e-mail, telephone, etc.)

Small paragraph describing/discussing piece (optional)

**TEARDOWN:** The Artist agrees to de-install and have the artwork ready for shipping according to the mutually-agreed-upon schedule. Artist will leave the area(s) used for the exhibition in the condition they were upon arrival, removing all attachments, trash, decorations, and mounting materials.

**PROCEDURES IN THE EVENT OF LOSS OR DAMAGE:** While on the Exhibitor's premises, the artwork will be checked regularly by a member of the JUMP Team. Any change in condition of a Work will be reported immediately to the Artist. If any work is discovered to be in unstable or otherwise vulnerable physical condition, the Exhibitor will withdraw such work from the exhibition immediately.

No work will be removed from its frame or other mounting, and the Exhibitor will not make or permit the making of any repairs or perform any remedial action on any work except in case of an emergency to prevent threatened damage or to arrest further damage in case of an accident, water leak, fire, flood, earthquake, or other immediate threat in circumstances where there is not sufficient time to allow contact to be made with the Artist.

If any work is damaged, lost, stolen, or subject to emergency procedures, there is any change in the condition of any work, or a withdrawal of any work becomes necessary, the Exhibitor will, in each such instance, immediately report such event and its cause, if known, to Artist.

**PROMOTION AND FUNDRAISING:** JUMP may advertise and promote Artist's appearance and the exhibition. JUMP will rely on terms in this Agreement in all promotional materials referencing the Artist's name and artwork displayed. JUMP is permitted to use the Artist's name, photograph, likeness, and any other promotional material to increase attendance and to market JUMP to the community-at-large, or potential sponsors or donors.

Artist may not sell artwork, merchandise or promotional material during the exhibition without prior written approval from the Exhibitor.

**REPRODUCTION:** The Exhibitor may arrange to have the artwork photographed to publicize and promote the artwork. In every such use, the Artist shall be acknowledged as the creator and copyright owner of the artwork. Artist permits JUMP to take photographs or video for JUMP's archival and promotional use and to publish the same on JUMP'S website, social media sites, and marketing materials. JUMP claims no liability for photography or recording by any member of the public or media.

**SPONSORSHIP:** Exhibitions may be underwritten by sponsors or partners, however sponsorship must be pre-approved by JUMP. There may be reasonable promotion of these partners/sponsors including, but not limited to, signage and notice in advertisements and promotional materials.

**CANCELLATION POLICY:** Either party may cancel the event and terminate this agreement by providing written notice to the other party no less than thirty (30) days prior to the scheduled date of the exhibition with no further obligation. The Artist will be responsible and shall pay to JUMP upon demand all costs incurred by JUMP in the event Artist cancels the event less than 30 days prior to the scheduled date of the exhibition.

Neither party to this Agreement shall be liable for non-execution of any obligation under this Agreement if such non-performance is caused by a Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, and interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.

**RISK OF LOSS AND LIABILITY:** The Artist is solely liable for, and shall indemnify, defend and hold JUMP harmless against any and all costs and damage incurred by JUMP and any and all damage to persons or property, in either case caused by or resulting from any negligent act or omission or any reckless or intentional misconduct on the part of the Artist or Artist's employees, representative, or agents arising out of the Exhibition or Artist's use of the premises. JUMP will not be responsible or otherwise financially liable for any accident, theft, vandalism or damage to the artwork from any cause.

JUMP will not be responsible for any injury, loss, or damage that may occur to the Artist, Artist's employee's, representatives, agents, or their property and shall indemnify and defend JUMP against any action or claim made against JUMP. JUMP does not maintain insurance covering the Artist, Artist's employees or agents, or property. Artist is solely responsible to obtain any insurance necessary for covering such losses.

**GOVERNERING LAW:** This agreement is governed by the laws of the State of Idaho. Artist and JUMP agree that the venue for any action brought to enforce any of the terms of this agreement or any action arising out of this agreement shall be in Boise, Ada County, Idaho.

**ASSIGNMENT:** Artist will not assign nor transfer any of its rights or obligations under this Agreement.

**DEFAULT:** If either party to this Agreement fails to perform any of the terms or conditions of this Agreement, that party is in default, and the non-defaulting party has all the rights and remedies available at law or in equity, and all such rights are cumulative.

**ATTORNEY'S FEES:** If any claim or action is instituted between parties to this Agreement to enforce or interpret its terms or arising from the breach of any provision of this Agreement, the prevailing party is entitled to receive from the other party all costs, damages, and expense, including reasonable attorneys' fees, incurred by the prevailing party regardless of whether the claim or action is litigated or prosecuted to judgment, including all costs and attorneys' fees associated with any appeal, consistent with Idaho Code 12-120.

The undersigned have the power and authority to enter into this Agreement and bind the parties to the Agreement.

**ARTIST**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**JUMP, Jack's Urban Meeting Place**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_