

**AGREEMENT FOR EXHIBITION SERVICES BETWEEN  
TEMECULA COMMUNITY SERVICES DISTRICT AND MID-AMERICA ARTS  
ALLIANCE**

**IMPRINTING THE WEST: MANIFEST DESTINY, REAL AND IMAGINED**

**THIS AGREEMENT** is made and effective as of November 30, 2016 between the Temecula Community Services District, a community services district (hereinafter referred to as "City"), and Mid-America Arts Alliance (hereinafter referred to as "Contractor").

**WHEREAS**, Contractor created an exhibit entitled **Imprinting the West: Manifest Destiny, Real and Imagined** (the "Exhibit"); and

**WHEREAS**, the City seeks to rent the Exhibition from Contractor:

**NOW THEREFORE**, for good and valuable consideration and in consideration of the mutual covenants and conditions set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Contractor and City agree as follows:

**1. TERM**

1.1 City shall display the Exhibition in its galleries located at **28314 Mercedes Street, Temecula, CA 92590** from **April 6, 2017** through **May 25, 2017** (The "Term").

**2. DELIVERY**

2.1 All objects to be included in the Exhibition (each, an "Exhibition Object" and collectively, the "Exhibition Objects") shall be delivered by Contractor to City in a condition suitable for installing so that they will arrive at City no later than five (5) business days in advance of the start of the Exhibition.

2.2 Each Exhibition Object shall be titled and labeled for identification purposes by Contractor. By **April 2, 2017** Contractor shall provide City a checklist (the "Exhibition Checklist" that includes the title, artist, size, medium and value for each Exhibition Object.

2.3 Contractor shall provide City with instructions for the unpacking and repacking of the Exhibition Objects, and any special instructions for maintaining the Exhibition Objects during the time they are in the possession of City.

2.4 City shall complete a condition report for each Exhibition Object as it is unpacked, and will email the condition report to Contractor by **June 24, 2017**. City shall indicate on the condition report whether there is any damage to the packaging material such that it would be inappropriate for City to use the same packaging material to return the Exhibition Objects to Contractor.

2.5 City shall store the packing materials in which each Exhibition Object was received from the date of receipt until each Exhibition Object is returned by City to contractor which shall be no later than **May 27, 2017**. Provided the packing materials remain in appropriate condition, City shall return the Exhibition Objects in the same packaging material to next venue and according to the instructions provided by Contractor.

2.6 Within 31 days of the last day of the Term, City shall check each Exhibition Object for damage and complete a condition report which shall be mailed to Contractor along with Exhibition Objects by **May 27, 2017**

### **3. INSTALLATION**

3.1 City shall be responsible for the installation and the presentation of the Exhibition.

### **4. RESPONSIBILITY FOR THE EXHIBITION OBJECTS**

4.1 City shall be responsible for each Exhibition Object in its care, custody and control from the date of receipt of each Exhibition Object until it is shipped from City to Contractor.

4.2 City shall post signage to remind visitors not to touch the Exhibition Objects.

4.3 City shall take all reasonable and appropriate measures to preserve and protect the Exhibition Objects from damage or deterioration while in its possession.

### **5. INSURANCE REQUIREMENTS**

5.1 Exhibition Objects shall be insured by City while under its care, custody and control for the value declared on the Exhibition Checklist.

5.2 In the event of loss or damage to any Exhibition Object, it shall be the responsibility of the legal owner to provide documentation of the value of the work and the extent of the claim.

5.3 In the event of damage, loss or theft City agrees to notify Contractor immediately.

### **6. STATUS OF THE EXHIBITION OBJECTS**

6.1 Nothing in this Exhibition Agreement shall in any way affect the ownership or copyright of any Exhibition Object which shall remain the exclusive property of the artist of each Exhibition Object under applicable loan agreements between the artists and Contractor

6.2 Contractor confirms that the owner of each exhibition Object has informed Contractor that each Exhibition Object is an original piece of art.

6.3 The Exhibition Objects are not for sale.

### **7. PUBLICITY AND PROMOTION**

7.1 City agrees to promote the Exhibition as part of its regular program of PR and marketing. Any additional promotion or publicity shall be agreed to by City and Contractor.

7.2 City shall provide Contractor with copies of all publicity and promotional material to be used in connection with the Exhibition for approval which shall not be unreasonably withheld by Contractor at least five (5) business days before City seeks to use such material.

7.3 Contractor will supply City with didactic material in support of the Exhibition, including label copy, gallery guide and Exhibition signage.

7.4 Contractor will provide City with a CD or electronic copies of full color images of some objects included in the Exhibition.

7.5 Contractor shall have the option of providing City with an electronic file of contacts and/or organizations to receive the Exhibition announcement. City reserves the right to limit the mailing of marketing materials to a maximum of one hundred (100) names of individuals and organizations if it so chooses or city agrees to provide Contractor with 100 exhibition announcements to be used at Contractors' discretion.

## **8. RIGHT TO REPRODUCE THE ARTWORK**

8.1 City shall have the right to photograph and/or reproduce images of the objects included in the Exhibition for education and documentary purposes only. City may only use the images provided in the Press Kit for publicity purposes. Reproduction of imagery may include, but is not limited to, both print and electronic media.

8.2 Photography by the general public is not permitted in the galleries of City. This includes, but is not limited to, photography by the artists included in the exhibition, their representatives, and representatives of Contractor.

8.3 City shall be entitled to retain for its archives any photographs, curriculum vitae of the artists or similar material provided by Contractor.

8.4 City agrees to provide Contractor with copies of any media coverage of the exhibition in its possession.

## **9. FEES FOR THE EXHIBITION**

9.1 City agrees to pay contractor the exhibition fee THREE THOUSAND ONE HUNDRED DOLLARS AND NO CENTS (**\$3,100.00**) The total is due on or before **April 6, 2017**.

9.2 City agrees to pay the expense of shipping the Exhibition to the next venue by the same method as it was shipped by Contractor to City. The exhibition must arrive to the next venue no later than four business days prior to their opening date.

## **10. GOVERNING LAW**

10.1 The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

**11. NO WAIVER OR ESTOPPEL**

11.1 No term or condition of the Exhibition Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision of this Agreement, except by written instrument of the part charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver, unless specifically stated therein, and each waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than the act specifically waived.

**12. NOTICES**

12.1 All notices, documents and other communications between the Parties shall be addressed as follows:

**Mailing Address:** City of Temecula  
Attn: General Manager  
41000 Main Street  
Temecula, CA 92590

**To Contractor:** **Mid-America Arts Alliance**  
**Attn: William Todd Stein**  
**2018 Baltimore Avenue**  
**Kansas City, Missouri 64108-1914**  
**818-421-1388**

**13. INDEPENDENT CONTRACTOR**

13.1 Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

13.2 No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

**14. LEGAL RESPONSIBILITIES**

14.1 The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

## **15. PROHIBITED INTEREST**

15.1 No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

## **16. ENTIRE AGREEMENT**

16.1 This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. Exhibit A is for informational purposes only.

## **17. AUTHORITY TO EXECUTE THIS AGREEMENT**

17.1 The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder. The General Manager authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

## **18. PROJECT EVALUATION REPORT**

City is obligated to the satisfactory completion and submission of the ExhibitsUSA Evaluation Report. City should be collecting information for this report as the program develops. ExhibitsUSA is required to provide evaluation reports to the funds listed below in Section 19: Credit Requirements. The Final Evaluation is due to ExhibitsUSA no later than April 16, 2017.

## **19. CREDIT REQUIREMENTS**

The program you are presenting is being made available to your community by ExhibitsUSA, which is supported by public agencies and private contributors. Our ability to raise funds for such programs is directly related to the credit acknowledgments you provide. **You are required to give proper credit to ExhibitsUSA and its funding sources in all promotional and educational materials.** This section provides you with the detailed credit language and how it is required to be used.

In the event ExhibitsUSA secures a sponsor for a particular program that affects your Exhibition, you may receive amended credit requirements.

a. **CREDIT PANELS:**

When provided by ExhibitsUSA, all framed credit panels must be prominently displayed at or near the entrance to the Exhibition at all times.

b. For **ADVERTISEMENTS, ANNOUNCEMENTS, WEBSITES, BROCHURES, INVITATIONS TO OPENINGS** and other printed materials and electronic materials the following is required:

A Program of ExhibitsUSA, a national division of Mid-America Arts Alliance **and The National Endowment for the Arts**

**-OR -**

A Program of (ExhibitsUSA logo) **and The National Endowment for the Arts**

Type size should be consistent with the majority of the type in your materials and **never** smaller than eight (8) point type.

c. For **NEWS RELEASES:**

ExhibitsUSA will provide credit language for news releases in the publicity kit that will arrive in advance of the Exhibition.

**20. RESPONSIBILITY, LIABILITY**

Exhibitor is responsible for damages and costs of repairs to the Exhibition, crates, packing material and everything contained therein when such damages are the result of:

1. Exhibitor noncompliance of stipulated security precautions as outlined in section 7; or
2. The negligence of personnel selected by Exhibitor to assist in handling the Exhibition; or
3. Exhibitor's negligence in any respect to provide for and insure the safety and protection of the Exhibition.
4. Exhibitor does not adhere to damage reporting and other procedures identified in paragraph 6 hereof.

b. Exhibitor shall bear the full and complete burden of any and all liability to persons or property, other than the Exhibition and its crates, arising out of or incurred in connection with the program and shall absolve and hold harmless ExhibitsUSA from any and all such liability.

## **21. CANCELLATION**

Exhibitor may cancel its intention to display the Exhibition only upon written notice from Exhibitor, received and acknowledged by ExhibitsUSA, which shall be accompanied by a cancellation fee payable to Mid-America Arts Alliance in the amount of the full Exhibition Fee plus any costs for storing the Exhibition during the cancelled display period. Any deposit received by ExhibitsUSA shall be credited toward the cancellation fee. If, in the event of Exhibitor's cancellation, ExhibitsUSA is able to book the Exhibition with another exhibitor at the full fee, one-half of the Exhibition Fee will be returned to Exhibitor.

## **22. ASSURANCE OF COMPLIANCE**

All ExhibitsUSA programs are made possible by support to Mid-America Arts Alliance from state and federal sources. As a result, exhibitors are required to comply with state and federal regulations as follows:

- a. Exhibitor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), and where applicable, Title IX of the Education Amendments Act of 1972 (20 U.S.C. 1681 et seq.). Title VI, Section 504, and the Age Discrimination Act prohibit discrimination on the basis of race, color, national origin, handicap or age in any program or activity receiving ExhibitsUSA assistance. Title IX prohibits discrimination on the basis of sex in any education program receiving ExhibitsUSA assistance.
- b. Exhibitor's financial records and supporting documents (pertaining directly to the Exhibition) and all other records related to this ExhibitsUSA program shall be retained for a period of three years from the date of the Final Evaluation Report, or until a federal audit has been completed and any questions arising from it have been resolved, whichever is the lesser period. Exhibitor shall grant to ExhibitsUSA access to any pertinent books, documents, or other records kept by the Exhibitor to make audits or examinations as necessary.
- c. Exhibitor agrees to have its financial records examined by an independent auditor not less frequently than once every two years, consistent with requirements stated in federal Office of Management and Budget (OMB) Circular A-102, Attachment P, or Circular A-133, as applicable.
- d. Exhibitor shall not use federal or state funds provided by ExhibitsUSA or Mid-America Arts Alliance (if any) for purposes of lobbying to affect legislation of federal or state governments pursuant to United States Code, Section 1913.
- e. Exhibitor's Final Evaluation Report shall be prepared in compliance with cost principles as established in OMB Circular A-122 ("Cost Principles for Non-profit Organizations", Circular A-21 ("Cost Principles for Educational Institutions") or Circular A-87 ("Cost Principles for State and Local Governments"), as applicable.
- f. Exhibitor shall comply with the Drug-Free Workplace Act of 1988.
- g. Exhibitor certifies that its organization and principals are not suspended or debarred by any federal agency.

- h. Exhibitor shall comply with 29 CFR Part 505 of the Department of Labor, which provides that (1) all professional performers and related or supporting professional personnel employed on projects or productions which are financed in whole or in part with ExhibitsUSA funds will be paid not less than the minimum compensation for persons employed in similar activities, and (2) no part of any project or production which is financed in whole or in part with ExhibitsUSA funds will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in such project or production.
- i. Exhibitor certifies that its organization has on file a Section 504 Self-Evaluation. If Exhibitor has not previously conducted this self-evaluation or wishes to update the results of previously conducted evaluations, it may contact the NEA's Office of Civil Rights, free of charge, for a copy of a Program Evaluation Workbook.

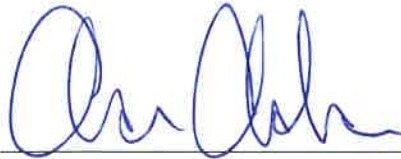
Copies of the above referenced federal guidelines can be obtained from the Office of Management and Budget or local libraries.




IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

TEMECULA COMMUNITY SERVICES DISTRICT

MID-AMERICA ARTS ALLIANCE


By:   
Aaron Adams, General Manager

By:   
William Todd Stein, Chief Operating Officer

ATTEST:

By:   
Randi Johl, Secretary

APPROVED AS TO FORM:

By:   
Mary Vollmuth, Purchasing Manager

CONTRACTOR

Mid-America Arts Alliance  
Todd Stein, Chief Operating Officer  
2018 Baltimore Avenue  
Kansas City, Missouri 64108  
816-421-1388  
info@maaa.org

PM Initials:   
Date: 12-13-16

## **EXHIBIT A**

### **Mid-America Arts Alliance/ExhibitsUSA Agreement**

Per Contractors Agreement attached hereto as approved by General Counsel, the Temecula Community Services District shall complete an Exhibit Report at end of exhibition. In the event of a conflict or any contradictory language between the Contractors Agreement and the City Agreement, the City Agreement shall take precedence and prevail over the attachments herein.



## MID-AMERICA ARTS ALLIANCE

2018 Baltimore Avenue  
Kansas City, Missouri 64108 816/421-1388

EXHIBITSUSA AGREEMENT Bookings - 45433  
PLEASE READ THOROUGHLY Fiscal Year 2017

THIS AGREEMENT, dated August 5, 2014, by and between Mid-America Arts Alliance, through its national division, ExhibitsUSA (hereinafter referred to as "ExhibitsUSA"), and

Temecula Valley Museum  
28314 Mercedes St  
Temecula, CA 92590  
(hereinafter referred to as "Exhibitor"),

WHEREAS, ExhibitsUSA wishes to make *Imprinting the West: Manifest Destiny, Real and Imagined* available to selected exhibitors, and WHEREAS Exhibitor wishes to share *Imprinting the West: Manifest Destiny, Real and Imagined* with its community, NOW, THEREFORE, in consideration of the mutual promises in this agreement, the parties above agree as follows:

### 1. EXHIBITION, DATES

- a. Exhibitor agrees to host the exhibition **Imprinting the West: Manifest Destiny, Real and Imagined** (hereinafter referred to as "Exhibition"), coordinated, subsidized, and available from ExhibitsUSA for the period **beginning April 6, 2017 and ending May 25, 2017** and to accept and display the Exhibition under the condition stated herein.
- b. The Exhibitor shall not alter the incoming shipping date, opening display date, ending display date or outgoing shipping date without written permission from ExhibitsUSA.

### 2. PROGRAM COST, EXHIBITION FEE, MANNER OF PAYMENT

- a. **Exhibitor shall pay an Exhibition Fee of \$3,100.00 U.S. dollars.**
- b. The full Program Cost to ExhibitsUSA of the Exhibitor's display of the Exhibition is \$6,820.00
- c. The portion of this fee not paid by the exhibitor is \$3,720.00. The portion of this fee not paid by the exhibitor is supported by grants to ExhibitsUSA from:

#### **The National Endowment for the Arts**

and other public and private contributions to ExhibitsUSA and Mid-America Arts Alliance. ExhibitsUSA's requirements for reporting to these funders are outlined in paragraph 4. Requirements for crediting these funders are outlined in paragraph 5.

- d. A 25% deposit of \$ 775.00 must be received with this signed Agreement. The balance of the Exhibition Fee is due in full on April 6, 2017. Checks should be made payable to ExhibitsUSA.

2018 BALTIMORE AVENUE, KANSAS CITY, MISSOURI, 64108-1914  
www.maaa.org \ info@maaa.org \ (816)421-1388 \ fax (816)421-3918

Our partners: Arkansas Arts Council, Missouri Arts Council, Nebraska Arts Council, Oklahoma Arts Council, Texas Commission on the Arts, the National Endowment for the Arts, the National Endowment for the Humanities, and the Institute of Museum and Library Services

Two invoices are attached to the ExhibitsUSA Agreement for your convenience.

- e. If ExhibitsUSA is not able to provide the Exhibition as described in this Agreement, the deposit will be returned in full to Exhibitor.
- f. If Exhibitor cannot fulfill the terms of the Agreement, the deposit will be forfeited and retained by ExhibitsUSA. Exhibitor may also be subject to cancellation provisions as provided in paragraph (10) of this Agreement.

### 3. SHIPPING

#### a. Incoming Shipping of Exhibition

1. Exhibitor will receive the Exhibition via common carrier from the previous exhibition site. Exhibitor will be responsible for providing personnel to assist with the unloading of the Exhibition. Exhibitors within the continental United States will not be responsible for incoming shipping costs and should contact ExhibitsUSA before accepting collect shipments.
2. ExhibitsUSA will make a good faith effort to facilitate the arrival of the Exhibition no later than 4 business days in advance of April 6, 2017. ExhibitsUSA shall not be held responsible for delays outside of its control.
3. If the Exhibition has not been received within four days prior to April 6, 2017, Exhibitor must contact ExhibitsUSA IMMEDIATELY.
4. In order to ensure that the Exhibition will be delivered to the proper location, Exhibitor must indicate below the shipping address to be used for transport. If this information is not provided, the Exhibition cannot be shipped.

#### INCOMING SHIPPING INFORMATION:

Temecate Valley Museum  
Name of Exhibitor

Betsy Frick                      951 6946455  
Contact Person                      Telephone Number

28314 Mercedes St  
Address

\_\_\_\_\_  
Address

Temecate                      CA      92590  
City                                      State                      Zip

**LOADING DOCK? YES/NO (circle one)**  
**IF YES, LOCATION:**

\_\_\_\_\_

b. **Outgoing Shipping of Exhibition Common Carrier**

1. ExhibitsUSA will specify the name and address of the institution to which the Exhibition is to be shipped, as well as the date by which the Exhibition must arrive at the next site.
  2. Exhibitor will make all arrangements to transport the Exhibition to the next site as instructed by ExhibitsUSA via common carrier approved by ExhibitsUSA. Exhibitor is responsible for all outgoing shipping costs which must be prepaid in full.
  3. Exhibitor will ship the Exhibition within two (2) business days following May 25, 2017
  4. Exhibitor must notify ExhibitsUSA of the date the Exhibition was shipped within two (2) days of the date the Exhibition was shipped. Exhibitor will retain bill of lading receipts for a period of three weeks from the date of shipment.
  5. Exhibitor will be liable for any costs resulting from Exhibitor's delay or failure to transport the Exhibition in accordance with the provisions of this agreement.
- c. Exhibitor will be responsible for reasonable supervision and care of the Exhibition, crates, packing material and everything contained therein, from its incoming shipping until its outgoing shipping according to the timeline.

4. **PROJECT EVALUATION REPORT**

By accepting the Exhibitions and grant specified in paragraph 2(c) **EXHIBITOR IS OBLIGATED TO THE SATISFACTORY COMPLETION AND SUBMISSION OF THE EXHIBITSUSA EVALUATION REPORT**. Exhibitor should be collecting information for this report as the program develops. ExhibitsUSA is required to provide evaluation reports to the funders in paragraph 2(c). Submission of any final report to a state arts agency does not satisfy this requirement. The Final Evaluation is due to ExhibitsUSA NOT LATER THAN June 24, 2017.

5. **CREDIT REQUIREMENTS**

The program you are presenting is being made available to your community by ExhibitsUSA, which is supported by public agencies and private contributors. Our ability to raise funds for such programs is directly related to the credit acknowledgments you provide. **You are required to give proper credit to ExhibitsUSA and its funding sources in all promotional and educational materials.** This section provides you with the detailed credit language and how it is required to be used.

In the event ExhibitsUSA secures a sponsor for a particular program that affects your Exhibition, you may receive amended credit requirements.

a. **CREDIT PANELS:**

When provided by ExhibitsUSA, all framed credit panels must be prominently displayed at or near the entrance to the Exhibition at all times.

b. For **ADVERTISEMENTS, ANNOUNCEMENTS, WEBSITES, BROCHURES, INVITATIONS TO OPENINGS** and other printed materials and electronic materials the following is required:

A Program of ExhibitsUSA, a national division of Mid-America Arts Alliance **and The National**

## Endowment for the Arts

-OR -

### A Program of (ExhibitsUSA logo) and The National Endowment for the Arts

Type size should be consistent with the majority of the type in your materials and **never** smaller than eight (8) point type.

c. For NEWS RELEASES:

ExhibitsUSA will provide credit language for news releases in the publicity kit that will arrive in advance of the Exhibition.

**Exhibitor's failure to meet the above credit requirements will jeopardize its participation in future ExhibitsUSA programs.**

#### 6. INSURANCE, CONDITION REPORTS, DAMAGES

- a. ExhibitsUSA will provide insurance coverage at its own cost for the complete contents of the Exhibition during transit, unpacking, installation, display, storage, dismantling, and repacking. Upon request, ExhibitsUSA will provide Exhibitor a bona fide certificate of insurance coverage, the contents of which shall remain confidential with Exhibitor and shall not be made public.
- b. Exhibitor will prepare and file a Condition Report with ExhibitsUSA at both the beginning and conclusion of the Exhibition on forms provided by ExhibitsUSA. The Condition Report book will arrive in the crates with the Exhibition.
- c. Exhibitor will also complete a checklist receipt, which will arrive in advance of the Exhibition, confirming safe arrival of all objects, and will return it to ExhibitsUSA within five (5) business days of the Exhibition arrival.
- d. Exhibitor will report any and all damages or losses to the Exhibition while in Exhibitor's custody immediately by telephone to ExhibitsUSA. Within 24 hours of discovery of damage or loss, Exhibitor will send a full written statement with photographs to ExhibitsUSA detailing the extent, time, place and circumstances of the damage or loss. All damaged materials must be left as discovered unless the Exhibitor is instructed by ExhibitsUSA to proceed otherwise or unless emergency measures are necessary to prevent further damage.

#### 7. SECURITY REQUIREMENTS

The Exhibition referenced in the Agreement requires security precautions for its proper care, protection and maintenance. Exhibitor will provide the following minimum security requirements:

##### Limited

For exhibitions with few environmental or security restrictions.

- a. No food or drink in gallery or around artworks at any time.
- b. Fire protection according to local ordinance.

- c. Limited-access gallery or display area; hallways, lobbies, other trafficways not acceptable
- d. Exhibition locked after hours
- e. No temperature extremes (65–75 degrees)
- f. No humidity extremes (45–65%)
- g. No sunlight; light sources must have UV filters, and windows will be blocked by shades or blinds at all times
- h. Responsible supervision of artwork at all times
  - i. Careful handling

#### 8. RESPONSIBILITY, LIABILITY

- a. Exhibitor is responsible for damages and costs of repairs to the Exhibition, crates, packing material and everything contained therein when such damages are the result of:
  - 1. Exhibitor noncompliance of stipulated security precautions as outlined in section 7; or
  - 2. The negligence of personnel selected by Exhibitor to assist in handling the Exhibition; or
  - 3. Exhibitor's negligence in any respect to provide for and insure the safety and protection of the Exhibition.
  - 4. Exhibitor does not adhere to damage reporting and other procedures identified in paragraph 6 hereof.
- b. Exhibitor shall bear the full and complete burden of any and all liability to persons or property, other than the Exhibition and its crates, arising out of or incurred in connection with the program and shall absolve and hold harmless ExhibitsUSA from any and all such liability.

#### 9. PHOTOGRAPHS

Photographs of the work contained in the Exhibition, or its unpacking, installation, dismantling, or repacking are prohibited unless specifically and solely for Exhibitor's reasonable publicity and promotional purposes for this showing of the Exhibition or for ExhibitsUSA.

#### 10. CANCELLATION

Exhibitor may cancel its intention to display the Exhibition only upon written notice from Exhibitor, received and acknowledged by ExhibitsUSA, which shall be accompanied by a cancellation fee payable to Mid-America Arts Alliance in the amount of the full Exhibition Fee plus any costs for storing the Exhibition during the cancelled display period. Any deposit received by ExhibitsUSA shall be credited toward the cancellation fee. If, in the event of Exhibitor's cancellation, ExhibitsUSA is able to book the Exhibition with another exhibitor at the full fee, one-half of the Exhibition Fee will be returned to Exhibitor.

#### 11. NON-PROFIT STATUS

Exhibitor affirms that it is legally incorporated with not-for-profit status as designated by the Internal Revenue Service, or is a unit of state, local or tribal government. Exhibitor agrees to notify ExhibitsUSA immediately of any alteration of this status which may occur prior to the conclusion of the Exhibition.

## 12. ASSURANCE OF COMPLIANCE

All ExhibitsUSA programs are made possible by support to Mid-America Arts Alliance from state and federal sources. As a result, exhibitors are required to comply with state and federal regulations as follows:

- a. Exhibitor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), and where applicable, Title IX of the Education Amendments Act of 1972 (20 U.S.C. 1681 et seq). Title VI, Section 504, and the Age Discrimination Act prohibit discrimination on the basis of race, color, national origin, handicap or age in any program or activity receiving ExhibitsUSA assistance. Title IX prohibits discrimination on the basis of sex in any education program receiving ExhibitsUSA assistance.
- b. Exhibitor's financial records and supporting documents (pertaining directly to the Exhibition) and all other records related to this ExhibitsUSA program shall be retained for a period of three years from the date of the Final Evaluation Report, or until a federal audit has been completed and any questions arising from it have been resolved, whichever is the lesser period. Exhibitor shall grant to ExhibitsUSA access to any pertinent books, documents, or other records kept by the Exhibitor to make audits or examinations as necessary.
- c. Exhibitor agrees to have its financial records examined by an independent auditor not less frequently than once every two years, consistent with requirements stated in federal Office of Management and Budget (OMB) Circular A-102, Attachment P, or Circular A-133, as applicable.
- d. Exhibitor shall not use federal or state funds provided by ExhibitsUSA or Mid-America Arts Alliance (if any) for purposes of lobbying to affect legislation of federal or state governments pursuant to United States Code, Section 1913.
- e. Exhibitor's Final Evaluation Report shall be prepared in compliance with cost principles as established in OMB Circular A-122 ("Cost Principles for Non-profit Organizations", Circular A-21 ("Cost Principles for Educational Institutions") or Circular A-87 ("Cost Principles for State and Local Governments"), as applicable.
- f. Exhibitor shall comply with the Drug-Free Workplace Act of 1988.
- g. Exhibitor certifies that its organization and principals are not suspended or debarred by any federal agency.
- h. Exhibitor shall comply with 29 CFR Part 505 of the Department of Labor, which provides that (1) all professional performers and related or supporting professional personnel employed on projects or productions which are financed in whole or in part with ExhibitsUSA funds will be paid not less than the minimum compensation for persons employed in similar activities, and (2) no part of any project or production which is financed in whole or in part with ExhibitsUSA funds will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in such project or production.



- i. Exhibitor certifies that its organization has on file a Section 504 Self-Evaluation. If Exhibitor has not previously conducted this self-evaluation or wishes to update the results of previously conducted evaluations, it may contact the NEA's Office of Civil Rights, free of charge, for a copy of a Program Evaluation Workbook.

Copies of the above referenced federal guidelines can be obtained from the Office of Management and Budget or local libraries.

### 13. FUNDING DEFAULT, 'FORCE MAJEURE'

- a. In the event that any or all of the grants (as referenced in paragraph 2(a) above) or Exhibition fees to support the full cost of the Exhibition are not forthcoming to ExhibitsUSA, neither ExhibitsUSA nor Mid-America Arts Alliance nor Exhibitor shall be held liable and Mid-America Arts Alliance may amend or terminate this Agreement.
- b. Neither party will be held liable for any delay, adjournment or failure to perform the services and or comply with the understandings provided in this Agreement, in the event of war; riot; rebellion; electricity blackout; fire; flood; strike; lockout; labor difficulty; trade union action of any kind; action of the elements; accident; delay in transportation; laws, rules or regulations of any government authority having jurisdiction; or any other matter, events or conditions beyond the reasonable control of either of the parties, provided that the above list is not limitative and that it will not be necessary to establish whether any of these events or conditions affected only the parties to the present contract or whether they also affected third parties. The above events or conditions are hereafter referred to as Events of Force Majeure. This contract can be revoked totally or partially only if reasons of Force Majeure are present.
- c. If part or all of the Exhibition tour is canceled as a result of an Event of Force Majeure, then both parties will agree to hold the other completely harmless.

### 14. GOVERNING LAW

The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Missouri.

### 15. BINDING EFFECT

This Agreement sets forth the full and complete understanding between ExhibitsUSA and Exhibitor and shall be binding upon ExhibitsUSA and Exhibitor, as well as their respective successors and assigns. Any questions or clarifications required by Exhibitor regarding this Agreement must be directed to ExhibitsUSA prior to the execution of this document by Exhibitor. This Agreement may be altered only in writing, signed by both parties, except as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement August 5, 2014.

EXHIBITSUSA, a national division  
of Mid-America Arts Alliance (M-AAA)

Temecula Valley Museum

By William Stein By \_\_\_\_\_

Name: William Stein

Print Name \_\_\_\_\_

Title: Chief Operating Officer;  
Mid-America Arts Alliance

Title \_\_\_\_\_

Date August 5, 2014

Date \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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The following information is required for reporting to federal and state agencies. Please confirm accuracy.

U.S. Congressional District No:  
State House District No:

County Name: **Riverside**  
State Senate District No: