

# EXHIBITION CONTRACT

ENTERED INTO BETWEEN

<b>LEGAL NAME</b>			
<b>CONTACT INFORMATION</b>	ADDRESS		
	CITY	PROVINCE	POSTAL CODE
	TELEPHONE	EMAIL	

Represented for the purpose of the present contract by \_\_\_\_\_, duly authorized,

**hereinafter the MUSEUM**

**AND**

<b>NAME</b>			
<b>CONTACT INFORMATION</b>	ADDRESS		
	CITY	PROVINCE	POSTAL CODE
	TELEPHONE	EMAIL	
<b>TAX NUMBERS</b>	GST	QST	

If applicable, doing business under the company name \_\_\_\_\_

**hereinafter the ARTIST**

WHEREAS THE ARTIST, in his or her quality as a creator, is an artist in the sense of the *Act Respecting the Professional Status of Artists in the Visual Arts, Arts and Crafts and Literature, and Their Contracts with Promoters* and creator of an artistic work in the sense of the *Copyright Act*;

WHEREAS THE MUSEUM is a promoter in the sense of the *Act Respecting the Professional Status of Artists in the Visual Arts, Arts and Crafts and Literature, and Their Contracts with Promoters*;

WHEREAS THE MUSEUM wishes to exhibit in public the works by the ARTIST listed in Annex A;

WHEREAS THE MUSEUM wishes to retain, if applicable, the ARTIST's professional services as defined in Annex B;

WHEREAS the preamble is an integral part of the present contract;

THE ARTIST AND THE MUSEUM AGREE ON THE FOLLOWING:

## 1. ARTIST'S DECLARATION

The ARTIST declares that:

- He or she is the creator of the works listed in Annex A, hereinafter the WORKS.
- The WORKS are original.
- He or she holds the copyright on them.
- He or she is authorized to use any photograph of his or her works for the purposes of reproduction.
- The copyright on the WORKS has not been the object of a transfer agreement or of an exclusive licence agreement between the ARTIST and a collective society or a third party.
- He or she has the expertise, skills, and resources necessary to execute the tasks set out in Annex B, if applicable.

If the ARTIST is the owner of the WORKS, check here.  
The ARTIST declares that he or she is the owner of the WORKS and that they are not affected by any lien, bond, claim, or movable hypothec.

## 2. OBJECT

2.1 The ARTIST grants the MUSEUM a non-exclusive and non-transferable licence authorizing it to exhibit the WORKS in public, reproduce them, and communicate them to the public by telecommunication, all subject to the general and specific conditions provided in the present contract.

2.2 The licence covering rights to reproduction and communication to the public by telecommunication may be executed by all individuals and organizations having concluded a service contract for this purpose with the MUSEUM.

2.3 The present contract does not have the effect of transferring the ARTIST's material and intellectual property rights to the WORKS.

## 3. LICENCE CONDITIONS

### 3.1 EXHIBITION OF THE WORKS

- 3.1.1 The ARTIST's WORKS are exhibited
- in a solo exhibition
  - in an exhibition of \_\_\_\_\_ artists
  - in a touring exhibition

3.1.2 The site, beginning and end dates of the exhibition, or the exhibition sites if a tour of the exhibition is already planned, are the following:

### 3.2 REPRODUCTION AND PUBLIC COMMUNICATION OF THE WORKS FOR THE PURPOSE OF PROMOTING THE EXHIBITION

3.2.1 The acts set out in clauses 3.2.2 and 3.2.4 are authorized for the purpose of promoting the exhibition.

3.2.2 In compliance with the related conditions, the ARTIST authorizes the reproduction of the WORKS for all territories on the following printed and digital tools:

- invitations
- advertising (in newspapers, magazines)
- posters

other:

3.2.3 Notwithstanding the above, the ARTIST authorizes the MUSEUM to reproduce the WORKS for purposes of archiving and private study.

3.2.4 The ARTIST authorizes the communication to the public by telecommunication and the reproduction of the WORKS for the purpose of this communication via the following media:

- Web site
- e-mail
- social media
- television

other:

3.2.5 The licence granted in virtue of clauses 3.2.2 and 3.2.4 is valid for a period extending from the signature of the present contract until \_\_\_\_\_.

#### 4. MORAL RIGHTS AND IMAGE RIGHTS

4.1 During the exhibition, the MUSEUM will indicate the ARTIST's name in association with the WORKS and ensure that these are clearly identifiable.

4.2 The MUSEUM agrees to:

- Exhibit the ARTIST's WORKS in their totality
- Reproduce the WORKS and communicate them to the public by telecommunication without modification or distortion, unless the ARTIST consents to this in writing
- If applicable, put online low-resolution reproductions of the ARTIST's WORKS for the purpose of promotion
- Include on promotional documents, print and digital, the note © \_\_\_\_\_ in association with the WORKS.

4.3 The ARTIST declares to the MUSEUM that he or she has obtained all authorizations required by law with regard to identifiable individuals represented in the WORKS.

#### 5. REMUNERATION

5.1 The present licence is granted by the ARTIST in consideration for the payment, by the MUSEUM, of the following royalties: \$ \_\_\_\_\_, plus taxes, if applicable.

5.2 The amount provided in the preceding clause is payable according to the following terms:

If the artist is the owner of the works, check here.  
Clauses 6, 7, and 8 apply when the artist is the owner of the works covered by the present contract.

#### 6. DELIVERY AND RETURN OF WORKS

6.1 The WORKS are:

delivered by the ARTIST to the MUSEUM  
on the date and to the address below:

picked up by the MUSEUM on the date  
and at the address below:

Date	
Address	

6.2 The WORKS are:

taken back by the ARTIST on the following date:

returned by the MUSEUM on the date  
and to the address below:

Date	
Address	

6.3 The cost of packing the WORKS is assumed by:

the ARTIST **or**

the MUSEUM.

6.4 The cost of transporting the WORKS are assumed by:

the ARTIST **or**

the MUSEUM.

6.5 If applicable, the parties agree to use the following shipper: \_\_\_\_\_.

#### 7. INSTALLATION OF THE WORKS

The MUSEUM assumes material installation of the WORKS in the exhibition gallery. The ARTIST may advise the MUSEUM on this installation .

## 8. MAINTENANCE AND CONSERVATION

8.1 The MUSEUM assumes the safekeeping and conservation of the WORKS in compliance with the policies that it has adopted to this effect, from their delivery until they are taken back by the ARTIST.

8.2 The MUSEUM undertakes to maintain the WORKS by following, if applicable, the specific instructions of the ARTIST set out in Annex A, and to preserve them from all deterioration other than normal wear.

8.3 If any work in its safekeeping is damaged, the MUSEUM undertakes to:

- Notify the ARTIST immediately, specifying the nature of the damage caused
- Come to agreement with the ARTIST on the measures to take
- Assume the costs incurred

8.4 If the nature of the damages caused to the damaged work is such that it is impossible or futile to restore it, the damaged work will be deemed a total loss.

## 9. INSURANCE

9.1 The MUSEUM agrees to take out all-risk insurance, in its name and in the name of the owner of the WORKS, for an amount equivalent to their value, as set out in Annex A.

9.2 This insurance will be in effect for the entire period that the MUSEUM is responsible for the WORKS.

## 10. PROMOTION AND VERNISSAGE

10.1 The MUSEUM undertakes to promote the exhibition at its expense.

If applicable, the ARTIST will provide to the MUSEUM, by \_\_\_\_\_ at the latest:

A curriculum vitae

His or her artist's statement

A reproduction (digital file or high-resolution photograph) of the WORKS for the purpose of promotion of the exhibition, as set out in clause 3.2

Other:

10.2 The MUSEUM agrees to hold a vernissage on \_\_\_\_\_

10.3 The ARTIST will be present at the vernissage

yes [or] no.

10.4 If applicable, the travel costs for attending the vernissage will be reimbursed to the ARTIST by the MUSEUM in compliance:

with the MUSEUM's policies and on condition of prior approval

at the following scale:

## 11. GENERAL CONTRACTUAL CONDITIONS

11.1 The present contract constitutes the totality of the agreement entered into between the parties covering the ARTIST's WORKS in the context of the exhibition, as well as the conditions with regard to his or her professional services, if applicable. It replaces any previous agreement covering the same objects.

11.2 The contract is formed when the parties have signed it.

11.3 Two copies of the contract are produced. The ARTIST is held to execute his or her obligations only from the moment when he or she is in possession of a copy of the contract.

11.4 Only the acts set out in the contract are authorized. Acts that are not specified in the present contract must be the object of an agreement between the ARTIST and the MUSEUM before their execution.

## 12. RULES OF INTERPRETATION

12.1 The parties acknowledge, but are not limited to, the following interpretation rules.

12.2 Unless the context dictates otherwise, the singular includes the plural and vice versa.

12.3 The contract is governed by and interpreted according to the statutes in force in the province of Québec.

12.4 The rules and the different clauses of the agreement are interpreted in light of each other in such a way as to give them their full scope.

12.5 If one provision of the present contract is invalidated due to a statute or a regulation of public order, this does not invalidate the other articles in the contract.

12.6 The fact that one of the parties has not insisted on full execution of one or another obligation or did not exercise a right that it can execute must not be considered a renunciation of this right or of the full execution of this obligation in the future.

12.7 The annexes, including if applicable, Annex B covering professional services, are an integral part of the present contract.

### 13. TERMINATION

The present contract is terminated:

- When the parties agree to this in writing
- When the obligations that are the object of the present contract cannot be executed due to force majeure.
- When one of the parties, although notified, does not execute an obligation set out in the present contract. In this case, notification is transmitted by the creditor of the obligation, with mention of the non-compliances observed. The party at fault must remedy said non-compliances within ten (10) working days of the date of receipt of the notification, or the contract is terminated at the end of this period.
- When an event, provided for in a legislative provision of public order providing for termination of the contract, occurs.

### 14. DESIGNATION OF DOMICILE

The parties designate their domicile in the judicial district of :  
\_\_\_\_\_.

### 15. DISPUTE RESOLUTION

15.1 The parties agree to make every possible reasonable effort to try to resolve any dispute regarding the present contract or resulting from its interpretation or application through mediation in compliance with the procedure provided in sections 1 and 7 in Book VII of the Québec Code of Civil Procedure, as specified in the *Act to Establish the New Code of Civil Procedure (Bill no. 28)*.

15.2 If the parties have not come to agreement within sixty (60) days following the appointment of the mediator, one of the parties may, as applicable, take recourse to the courts of common law. They thus expressly renounce application of section 37 of the *Act Respecting the Professional Status of Artists in the Visual Arts, Arts and Crafts and Literature, and Their Contracts with Promoters*.

### 16. NOTIFICATIONS

The notifications required under the present contract are sent by registered mail, to the respective addresses indicated in the preamble.

Signed in two copies, in \_\_\_\_\_, on \_\_\_\_\_

\_\_\_\_\_  
Representative of the MUSEUM

Signed in two copies, in \_\_\_\_\_, on \_\_\_\_\_

\_\_\_\_\_  
ARTIST

# ANNEX A

## DESCRIPTION OF THE ARTIST'S WORKS

A large, empty rectangular area defined by a dotted blue border, intended for the description of the artist's works.

# ANNEX B

## ARTIST'S PROFESSIONAL SERVICES

### 1. OBJECT

The MUSEUM retains the services of the ARTIST, on a non-exclusive basis, to execute the tasks set out in clause 3, in compliance with the specifications set out there.

### 2. PROFESSIONAL FEES AND COSTS

2.1 In compensation for the tasks provided in clause 3, the MUSEUM will pay the ARTIST the following fee:  
\$ \_\_\_\_\_.

2.2 The MUSEUM agrees to reimburse to the ARTIST the travel and lodging costs incurred by the ARTIST in the course of executing the tasks, in compliance:

with the MUSEUM's policies and subject to prior approval.

with the following scale:

2.3 Following approval of the work by the MUSEUM's representative, the sums provided in clauses 2.1 and 2.2 are paid to the ARTIST according to the following terms:

3. For further clarification, clauses 11 to 16 of the exhibition contract apply to the present annex.

### 4. TASKS THAT THE ARTIST UNDERTAKES TO PERFORM

Participate in the selection of works

Participate in the design of the exhibition project

Participate in working meetings, telephone discussions

See to correspondence and all necessary follow-up

Prepare the works for the exhibition

Ensure that the works are packed and unpacked

Organize transportation of the works

Participate in the hanging or installation of works in the space

Participate in the dismantling of the exhibition

Participate in the writing or editing of texts

Participate in promotional activities for the exhibition

Participate in mediation or educational activities

Other (or details concerning the tasks):