



UNIVERSITY OF NEVADA, RENO
STUDENT GALLERIES SOUTH AND MC NAMARA GALLERY
AGREEMENT FOR STUDENT EXHIBITIONS

This Agreement is entered into between the John & Geraldine Lilley Museum of Art on behalf of the University of Nevada, Reno (hereinafter, “University”) and _____ (hereinafter, “Artist”).

For and in consideration of the mutual promises and covenants contained in this agreement, the parties agree as follows:

- 1. Purpose and Scope:** This agreement is for the display of work by the Artist in the Gallery at the University of Nevada, Reno. The exhibition will consist of those works identified on the List of Items to Be Exhibited, attached hereto as Exhibit 1 and incorporated by reference as if set forth in full at this point.
- 2. Dates:** The exhibition will commence on _____ and conclude on _____.
- 3. Termination:** Either party may cancel this Agreement without cause at any time during the exhibition dates set forth in Paragraph 2.
- 4. Compensation:** No compensation will be paid by the University to the Artist, and no compensation will be paid by the Artist to the University, except for the security deposit, as set forth below in Paragraph 5.
- 5. Security Deposit:** Artist shall pay to The Lilley a \$100.00 refundable security deposit to protect against damage to Student Galleries South resulting from the exhibition. At the conclusion of the exhibition, Artist agrees to return Gallery to its previous state, and agrees that floors will be cleaned and all walls will be patched/painted. If the Artist uses any extra walls/pedestals or equipment they also must be returned to their previous loaned condition. Key to the Student Galleries South will be secured in a lock box next to the gallery front door. A security code for the lock box will be issued to the artist prior to installation, to enable Artist to gain access to the gallery. The key to the gallery must be returned to the gallery at the conclusion of the exhibition. The security deposit will be refunded within 30 days of Artist’s completion of the obligations set forth in this paragraph.



If the Artist fails to complete these obligations, the security deposit will be retained by the University.

- 6. Installation:** Artist is responsible for the installation of all artwork. All artwork must be ready for installation upon arrival at Gallery. Any special installation requests must be discussed with the gallery director in advance, including but not limited to use of floating walls/pedestals, attachment to gallery walls and ceiling and use/borrowing of AV equipment.
- 7. Printed Announcements and Flyers:** The appearance, design, size, color, production, distribution, and mailing of all invitations or announcements of the exhibition are the responsibility of the Artist and shall be at the Artist's own cost.
- 8. Resume and Supporting Materials:** Artist shall provide a resume in PDF form and a one-page artist's statement in .doc format. Any other supporting materials such as a brief biography and printed articles or reviews are requested if available. Artist will also provide a description of each work of art to be exhibited, including title, media and size.
- 9. Technology:** Any technology supplied by the Artist or borrowed from the University for use in the exhibition, including but not limited to projectors, video, sound equipment, speakers, lights and light bulbs, is the sole responsibility of the Artist, who is obligated to maintain the technology in working order during the entire term of the exhibition.
- 10. Curatorial Rights:** The University reserves the right to exclude any artwork from the exhibition due to verbal or visual misrepresentation of an art image/object during the exhibition.
- 11. Risk of Loss, Damage or Destruction:** Artist understands and agrees that the University is not responsible for loss, damage or destruction of the artwork. Artist agrees to hold the University harmless for any and all damage to or destruction of any item listed in Exhibit 1, during such time the items in Exhibit 1 are in the University's possession.
- 12. Public Events:** Gallery reserves all rights to use the gallery space for public or private events at any time during which the Artist's exhibition is ongoing. Artist's show reception is the full responsibility of Artist. All food, drink, set up and clean up is the responsibility of Artist and shall be at Artist's own cost. Artist agrees to abide by University policies for campus guests, alcohol use and all other applicable policies and guidelines.



13. Governing Law and Venue: This agreement shall be governed and construed in accordance with the laws of the State of Nevada. The venue for any lawsuit, arbitration or mediation arising from this agreement shall be Washoe County, Nevada.

14. Modification of the Agreement: Any modification of this Agreement must be made in writing and signed by both parties.

15. Severability: In the event that any portion of this Agreement is found to be unenforceable for any reason, the remaining provisions of this Agreement shall remain valid and enforceable.

16. Attorney’s Fees and Costs: In the event that litigation, arbitration or mediation becomes necessary to enforce any portion of this Agreement, the prevailing party will be entitled to recover its actual attorney’s fees, costs, pre-judgment interest and post-judgment interest.

17. Force Majeure: This Agreement shall become void and unenforceable in the event that performance by either party becomes impossible due to unusual and unforeseen occurrences that are beyond the control of the party unable to perform, including but not limited to such occurrences as fire, flood, earthquake, injunctive order of any judicial or other government authority.

18. Notices: Any notice required by this agreement may be hand delivered, sent by E-mail or by U.S. Mail to the following:

To the University:

To the Artist:

Notices sent by U.S. Mail will be deemed delivered 3 calendar days after the date mailed.

19. Entire Agreement: This Agreement constitutes the entire agreement between the parties. There are no other warranties, promises, assurances or representations of any kind, express or implied, which the parties relied upon in entering into this Agreement.



University of Nevada, Reno

THE LILLEY | John and Geraldine
Lilley Museum of Art

All prior representations, understandings, terms and promises are superseded by this written Agreement.

BY: _____

DATE: _____

VIVIAN ZAVATARO, DIRECTOR - JOHN & GERALDINE LILLEY MUSEUM OF ART

ARTIST

BY: _____

DATE: _____