



U.S. Life-Saving Service
Heritage Association
PO Box 1031
Eastham MA 02642
www.uslife-savingservice.org

Traveling Exhibit Rental Agreement

Date: Month Day, Year

Name
Organization
Mailing address
City, State ZIP

Dear Name:

This letter serves to record the understandings and agreements reached between the United States Life-Saving Service Heritage Association (hereinafter the "USLSSHA") and the Borrowing Institution (hereinafter referred to as the "Exhibitor") regarding the exhibition, Sufficient for Life-Saving. If your understanding of these terms is the same as ours, please sign both copies of this letter and return them to the USLSSHA in the enclosed envelope. Once received, we will send you one signed copy for your files. If you have changes to the points below, please write them in, initial the changes, and return them to the USLSSHA for our consideration.

1. Exhibition Content

The exhibit, Sufficient for Life-Saving, will consist of all the materials on the attached rental sheet unless the Exhibitor is notified in advance by the USLSSHA of materials that are to be deleted or added. The Exhibitor agrees to display all the materials on the rental sheet unless specific permission is received from the USLSSHA to delete some works. The exhibit will be presented separately and as a whole. Companion special exhibitions at the time of the showing of the exhibit are encouraged, whether to place it in context, exhibit related items from the Exhibitor's collection, or provide interpretation to viewers.

2. Loan Period

Sufficient for Life-Saving will be loaned to the Exhibitor from May 23, 2016 to August 14, 2016. These dates may not be changed by the USLSSHA or the Exhibitor unless by mutual agreement. This period should provide you ample time for receiving, condition reporting, and installation of the exhibit and at the conclusion of the exhibition, time for outgoing condition reporting and repacking. The USLSSHA, working with the Exhibitor, will arrange for delivery and pick up of the exhibit (all materials inclusive). Every attempt will be made by the USLSSHA to hold to this schedule, although it cannot be responsible for events out of its control that may complicate or delay shipping arrangements.

3. Insurance

The panels in this exhibition are to be insured wall to wall by the Exhibitor. The Exhibitor is to name the USLSSHA as an additionally named insured under its policies by issuing a Memorandum and Certificate of Insurance. The Exhibitor will be held responsible and accountable to the USLSSHA for any major damage to or loss of the USLSSHA's packing cases.

4. Shipment of the Exhibition

The USLSSHA will arrange for the shipment of Sufficient for Life-Saving. The shipment will be in accordance with standards for protecting it from damage due to vibration, drastic environmental change, theft, or vandalism. The USLSSHA will inform the Exhibitor of shipping arrangements. Although every attempt will be made to deliver the exhibit during the Exhibitor's normal working hours, it may be necessary to deliver it during off-hours. The Exhibitor will notify the USLSSHA that delivery of the shipment has been completed.



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At the close of the exhibition, the USLSSHA will arrange for the outgoing shipment. The Exhibitor will cooperate with the USLSSHA in arranging for pick-up of the shipment. The Exhibitor will inform the USLSSHA of the time the shipment leaves the Exhibitor's supervision. The cost of shipping will be prorated and the Exhibitor will be responsible for shipping one way. Customs fees are the responsibility of the Exhibitor.

5. Unpacking and Repacking Sufficient for Life-Saving

The Exhibitor agrees to provide whatever supplies and tools are necessary to ensure the safe handling and installation of Sufficient for Life-Saving. The USLSSHA will provide the Exhibitor with information with which to plan the installation. Such information includes suggested exhibition sequence and information regarding the appropriate handling and installation procedures. The Exhibitor will examine and then complete the condition reports for review by the USLSSHA. At the close of the exhibition, the Exhibitor will again examine Sufficient for the exhibit and note any changes in condition. The exhibitor will complete the second group of condition reports. If at any time the Exhibitor discovers a change in the condition of the exhibit or the packing materials, the Exhibitor will report immediately by telephone. This verbal report will be followed by a written report to the USLSSHA, possibly accompanied by photographs. Under no circumstances will the Exhibitor take corrective measures without the prior written approval of the USLSSHA.

6. Credits and PR

The Exhibitor will credit the USLSSHA in all publications, issuances, and other public information efforts. The USLSSHA will work with the Exhibitor to provide the general public with notice of the exhibition to generate widespread attendance. The Exhibitor will provide the USLSSHA with copies of articles and publicity that the exhibition receives. If Exhibitor stages one or more special events (i.e. press preview, news conference, preview reception) to inaugurate the exhibition, the USLSSHA will be notified prior to and will be sent copies of any subsequent publicity generated by these special events.

7. Costs

The Exhibitor agrees to pay \$500.00 for the use of the exhibit as well as shipping costs, one way, plus customs fee, when applicable. The Exhibitor is responsible for any costs and fees due customs brokers.

8. Full Responsibility

Exhibitor will assume full legal responsibility for any infringement of copyrights, licensing rights or other rights related to the images contained in Sufficient for Life-Saving and agrees to indemnify the USLSSHA against any and all legal action which may arise as a result of the use of the images.

9. Liability

It is expressly understood by the parties that no director, member, officer, employee or other representative of the USLSSHA shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with the Agreement or any subsequent agreement between the parties regarding the subject matter hereof. The parties agree that the liability of the USLSSHA hereunder shall be limited to the payment(s) pursuant to the terms and conditions of this Agreement.



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10. Indemnity and Consequential Damages

Exhibitor shall indemnify, defend and hold the USLSSHA harmless from any and all liability to any third party from loss, damages or injury to persons or property in any manner arising out of or incident to the performance by Exhibitor of this Agreement. THE USLSSHA SHALL IN NO CASE BE LIABLE TO PATRON OR ANY THIRD PARTY FOR ANY SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

11. Arbitration

Any dispute between the parties related to this Agreement shall be resolved exclusively by arbitration, which shall be held in Boston Massachusetts, and conducted in accordance with the Rules of the American Arbitration Association. The award of arbitration shall be final and non-appealable and may be entered as a judgment in any court having jurisdiction. Each party shall bear its own expenses of the arbitration, and the arbitrator's fee shall be shared equally. This is the only agreement between these parties on this subject matter. This agreement supersedes any and all prior oral or written representations.

The purpose of the preceding Agreement is to provide a mutual understanding of our cooperative effort to present Sufficient for Life-Saving successfully and to prevent any misunderstandings. The USLSSHA looks forward to working with the Exhibitor to present an event that will enrich the lives of all who participate in it.

For (The Exhibitor – Name)

_____ Date _____

For the United States Life-Saving Service Heritage Association:

_____ Date: July 1, 2019 _____

Please provide a physical shipping address below: Please include contact name, phone number and e-mail.

Contact Name: _____

Institution: _____

Physical Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Once you have signed the document and filled in the information above, please scan and send it back to info@uslife-savingservice.org. Please make your check payable to USLSSHA and mail to the address on the letterhead.