

NOTE: THIS IS ONLY A SAMPLE OF A CONTRACT IS ONLY A SAMPLE AND IS NOT INTENDED TO SERVE AS LEGAL ADVICE

AGREEMENT FOR EXCHANGE OF SERVICES

This agreement, made and entered into this _____ day of _____, 2009, by and between the FULL NAME OF VENUE, hereinafter referred to as the "VENUE", and the NAME OF ARTIST OR ORGANIZATION, hereinafter referred to as "EXHIBITOR".

I. TERM OF CONTRACT

The services to be exchanged pursuant to this agreement shall be for the term Mm/dd/yy, through Mm/dd/yy.

II. SERVICES TO BE EXCHANGED

- A. Services To Be Provided By VENUE
- B. Services To Be Provided By EXHIBITOR

All costs of transporting, storing, hanging and removing of the art work will be the responsibility of the EXHIBITOR. Furthermore, all insurance and liability for the theft, damage, destruction, or such other act or loss, of art on display or in storage, shall be the sole responsibility of the EXHIBITOR.

In no way shall EXHIBITOR alter, destroy, or remove any permanent art, furniture and/or fixtures of the VENUE without prior approval of the VENUE'S authorized representative. EXHIBITOR agrees to hang art only where art rails are present or where previously approved by VENUE'S authorized representative.

III. AUTHORIZED REPRESENTATIVE

_____ shall represent the VENUE in all matters pertaining to the services to be rendered under this Agreement.

IV. TERMINATION OF AGREEMENT FOR CAUSE

The VENUE or EXHIBITOR may terminate this Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

V. SUBCONTRACTING

The EXHIBITOR shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the VENUE.

VI. INDEMNIFICATION

The EXHIBITOR hereby agrees to indemnify and hold harmless VENUE and its officers, agents, employees, assigns, and VENUE designated volunteers from any liability imposed for injury or damage to or loss of property, whether arising before, after, or during the term of this Agreement specified herein or in any other manner directly or indirectly caused, occasioned, contributed to, or claim to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of VENUE or of anyone acting under VENUE'S direction or control or on its behalf or of EXHIBITOR, its subcontractors, or of anyone acting under EXHIBITOR'S direction or control or on its behalf in connection with or incident to or arising out of the performance of this Agreement.

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VII. NOTICES

Notice shall be sufficient hereunder if personally served upon the authorized representative of the VENUE or the EXHIBITOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

VENUE'S
PERSON OF CONTACT
ADDRESS

EXHIBITOR'S
PERSON OF CONTACT
ADDRESS

VIII. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

IX. INTEGRATION

This Agreement represents the entire understanding of the VENUE and the EXHIBITOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the VENUE and the EXHIBITOR.

X. MISCELLANEOUS PROVISIONS

- A. EXHIBITOR covenants that he presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder.
- B. EXHIBITOR will not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, marital status, or national origin. EXHIBITOR will take action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

VENUE EXHIBITOR

By _____ By _____

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