

**ART OF THE GAME  
WINDOWS PROJECT EXHIBITOR'S AGREEMENT**

*Artwork at \_\_\_\_\_ (location), PITTSFIELD, MA  
\_\_\_\_\_, 2007 – \_\_\_\_\_, 2007*

**LENDER:  
ADDRESS:**

**TELEPHONE:  
E-MAIL**

In accordance with the Terms and Conditions printed in this Agreement,  
\_\_\_\_\_  
(hereinafter "Lender")  
agrees to loan the following object(s) to Art Of The Game for exhibition at  
\_\_\_\_\_  
(name of business, hereafter "designated business")  
located at \_\_\_\_\_, Pittsfield, Massachusetts,  
during the period \_\_\_\_\_, 2007 – \_\_\_\_\_, 2007:

OBJECT (Title & Description)	RETAIL SALE PRICE
Title: Size: _____ Medium: _____	\$ _____

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Title: Size: _____ Medium: _____	\$ _____

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Title: Size: _____ Medium: _____	\$ _____

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Title: Size: _____ Medium: _____	\$ _____

OBJECT (Title & Description)	RETAIL SALE PRICE
Title: Size: _____ Medium: _____	\$ _____

## TERMS AND CONDITIONS

1. **WARRANTY.** Lender warrants that he or she holds full and clear title to the object identified in this Agreement or is the agent of the Owner authorized to loan the Object to the Art Of The Game.
2. **TERM OF THE LOAN.** The Object shall remain in the possession of Art Of The Game for the time specified in this Agreement. The object may be withdrawn from exhibition at any time, or not exhibited, at the sole discretion of the Art Of The Game.
3. **CARE OF THE OBJECT.** Art Of The Game will exercise the same care with respect to the Object as it does in the care and safekeeping of comparable property of its own. Art Of The Game will issue a written condition report at the start of and conclusion to the loan. Lender expressly acknowledges that the Object will be exhibited inside at “designated business.” Art Of The Game shall have the right to examine, measure and photograph the Object for noncommercial purposes. Art Of The Game will not clean, restore or otherwise alter the Object in any way without the written consent of Lender, unless the safety of the Object makes such action imperative. Damage to the Object while in the custody of Art Of The Game will be reported immediately to Lender.
4. **COMPENSATION.** Art Of The Game shall pay no fee to the Lender or to the “designated business” under this agreement.
5. **INSURANCE.** The parties agree that Art Of The Game and the “designated business” shall have no responsibility to insure the Object from any loss or damage while it is on exhibition at the “designated business” and/or in the custody of Art Of The Game. Any insurance coverage from loss or damage shall be the sole responsibility of the Lender. If Lender elects to obtain or maintain such coverage, Lender shall provide Art Of The Game with a certificate evidencing such coverage and the amount thereof. If the lender fails to supply the certificate of insurance or to properly insure Object, or if insurance is waived, this Agreement shall constitute a full release of Art Of The Game from any liability for damage or loss of the Object whatsoever.
6. **INSTALLATION AND REMOVAL.** The Object will be installed and removed by Lender, or at Lender’s direction, by Art Of The Game. Lender hereby releases, indemnifies and holds harmless Art Of The Game and/or \_\_\_\_\_ (“designated business”) from and against any personal injury, property damage and/or any other liability that may arise from the packing, shipping, installation or removal of the Object. This release, indemnification and hold harmless provision includes specifically any claim or liability that may arise from the use of personnel, equipment, materials or property of Art Of The Game by Lender, his or her agents or others acting pursuant to Lender’s direction, supervision or authority.
7. **TRANSPORT.** Cost of packing and shipping to and from Pittsfield is to be borne by the Lender. The Object will be shipped or delivered by Lender to arrive at the “designated business” on \_\_\_\_\_ 2007.
8. **RETURN OF THE OBJECT.** If legal ownership or authority to act on behalf of the legal owner should change, whether by reason of death, sale, insolvency, gift, or otherwise, the new owner or agent, prior to return of the Object, shall be required to establish a legal right to receive the object by proof satisfactory to Art Of The Game. If Lender or owner fails to take possession of the Object upon request, or if no other acceptable arrangements have been made for the return of the Object and Art Of The Game’s efforts to contact Lender or owner at the expiration of the loan period are unsuccessful, then Art Of The Game shall have the right, in its sole discretion, to either use the Object or place it in

storage at Lender's sole risk and expense, to charge regular storage fees therefore, and to have and to enforce a lien for such fees. The Object will be so held by Art Of The Game for a period of up to two (2) years. If, after two (2) years, the Object has not been reclaimed, then, and in consideration of the expense of storing and safeguarding the Object during such period, the Object shall be deemed to be an unrestricted gift to Art Of The Game.

9. **INFORMATION PROVIDED.** Lender gives attributions, dates, valuations, and other information shown on this Agreement. Any valuations are not to be considered as appraisals made by Art Of The Game.
10. **SOLE AGREEMENT.** This Agreement constitutes the sole agreement between the parties hereto concerning the loan of the Object, and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless agreed to by both parties in writing. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.
11. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts regardless of the place of its execution or performance.
12. **SPECIAL CONDITIONS.**  
**Sale of Object.** In the event that an Object is sold while on exhibition at \_\_\_\_\_, the piece shall remain on the grounds for the full length of the exhibition period. The “designated business” has no expectation of a fee or commission on any sale. Lender will be responsible for paying a thirty percent (30%) commission to Art Of The Game on the full sale price, and a Purchase and Sales Agreement will be completed for each Object, and a copy of said Purchase and Sales Agreement provided to Art Of The Game.

We have read and agreed to the conditions set out in this agreement:

**For Lender:**

\_\_\_\_\_  
*Signature*  
\_\_\_\_\_  
*Federal ID# (If work is for sale)*

\_\_\_\_\_  
*Date*

**For Art Of The Game:**

\_\_\_\_\_  
*Signature and position*

\_\_\_\_\_  
*Date*

**For “designated business”:**

\_\_\_\_\_  
*Name of business*

\_\_\_\_\_  
*Signature and position*

\_\_\_\_\_  
*Date*