

## ARTWORK LOAN AGREEMENT



**Exhibition: Paul Rand: Defining Design**

**Dates: September 23, 2013 to February 12, 2014**

This Agreement sets forth the terms on which the undersigned person or entity ("Lender") will loan artwork to the Museum of Design/Atlanta, Inc. ("MODA"):

1. **Loan.** Lender will lend the work(s) listed on the attached Schedule 1 (the "Works") to MODA, without charge, for the duration of the Exhibition. MODA will return the Works promptly after the Exhibition ends.
2. **Insurance.** MODA will insure the Works for the insurance value stated on Schedule 1 while the Works are in MODA's custody, and while in transit between Lender and MODA. In the event of a loss, Lender will be responsible for establishing the value of the Works to the satisfaction of MODA's insurance company. MODA will not be liable to Lender for (i) losses that are excluded from MODA's insurance policy or (ii) losses in excess of any insurance recovery from MODA's insurance company.
3. **Transportation.** Unless the parties agree otherwise, MODA will bear the cost of transporting the Works from Lender to MODA, and back to Lender. Lender will be responsible for ensuring the Works are properly packed for shipment.
4. **Inclusion.** MODA reserves the right to include or not include specific Works in the Exhibition.
5. **Publicity.** Lender hereby grants MODA a license to produce and display images of the Works in connection with publicity related to the Exhibition. MODA may also use Lender's and the artist's names, biographical information, and likeness in connection with such publicity.
6. **Rights.** Lender represents to MODA that Lender has the right to lend the Works to MODA and to grant the rights to MODA described in this Agreement. Lender will indemnify MODA against any claims by third persons involving ownership of the Works or any rights to the Works.
7. **Additional Conditions.** Lender and MODA agree to the following additional conditions, if any:

[None.]

### Museum of Design/Atlanta, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_  
Laura Flusche, Ph.D. Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

1315 Peachtree Street NE, Atlanta, GA 30309

City, State, Zip \_\_\_\_\_

Contact: Katie Simms, Exhibitions Manager

Telephone: \_\_\_\_\_

Telephone: 404.856.5961

Email: \_\_\_\_\_

Email: [ksimms@museumofdesign.org](mailto:ksimms@museumofdesign.org)

### **Schedule 1 - Works On Loan**

Owner: \_\_\_\_\_

Artist: \_\_\_\_\_

Title: \_\_\_\_\_

Medium: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Size in inches: Height: \_\_\_\_\_ Width: \_\_\_\_\_

Insurance Value: \_\_\_\_\_ Retail Value: \_\_\_\_\_

Owner: \_\_\_\_\_

Artist: \_\_\_\_\_

Title: \_\_\_\_\_

Medium: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Size in inches: Height: \_\_\_\_\_ Width: \_\_\_\_\_

Insurance Value: \_\_\_\_\_ Retail Value: \_\_\_\_\_

Owner: \_\_\_\_\_

Artist: \_\_\_\_\_

Title: \_\_\_\_\_

Medium: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Size in inches: Height: \_\_\_\_\_ Width: \_\_\_\_\_

Insurance Value: \_\_\_\_\_ Retail Value: \_\_\_\_\_



### **Guest Curator Contract**

Between the Museum of Design/Atlanta, Inc. (MODA) and Daniel Lewandowski, having an address for receipt of notices of \_\_\_\_\_ (Guest Curator).

MODA agrees to engage the services of Daniel Lewandowski as Guest Curator to develop and assemble an exhibition entitled *Paul Rand: Defining Design* to be held at MODA for the dates **October 27, 2013 – January 26, 2014** (see Schedule A attached hereto for exhibition calendar and detail). The general concept for this exhibition, as proposed by the Guest Curator, has been accepted by MODA and is specified on Exhibit A. It is understood that this concept will not change without approval of MODA.

**I. The general responsibilities of the Guest Curator shall be as follows:**

**1. Assembling Works:** To provide all necessary information for loans from artists, individuals, or other institutions and to obtain, with the assistance of MODA, all necessary permissions and releases for the exhibition and transit period(s). MODA will forward loan agreements and/or exhibition agreements to artists and institutions as instructed by the Guest Curator.

**2. Installation:** To devise a concept for the installation of the exhibition and provide MODA all technical and material requirements for the installation by September 1, 2013. To consult with MODA on all plans for installation, and to personally supervise the installation of the exhibition. To provide all support material in electronic format for the exhibition such as didactic panels [300-400 words], labels, artist statements and biographies.

**3. Revisions:** To accept editorial revisions and content changes suggested by MODA, including, but not limited to exhibition layout, wall text and graphics, text for the website and brochures, and artwork included in exhibition.

**4. Wall / Newsletter Text:** To provide MODA with a 400-500 word text introducing the exhibition that can be used as an introductory didactic wall panel in the lobby of MODA.

**5. Contractors and Fees:** To forward to MODA for approval the full names of contractors who will produce materials for the exhibition, their addresses including postal codes, and contact phone numbers and email addresses, and estimates for their work. The Guest Curator may not enter into any official agreements with contractors without prior approval from MODA.

**6. Budget:** To keep within the constraints of the exhibition budget and to discuss with MODA any potential discrepancies as the project progresses. MODA must authorize all additions to the budget and must provide written authorization of all reimbursable expenses over \$500. The mutually approved budget is Exhibit B.

**7. Liaison between MODA and Lenders:** If requested, to act as primary contact for lenders contributing to the exhibition and to be available at reasonable times for consultation with MODA administrators and staff.

**8. Public Programs and Public Relations:** The Guest Curator will assist in developing a promotional plan and will appear for any reasonable requests for press interviews. Guest Curator will also agree to provide information as requested for MODA's press release; brief MODA's staff about the exhibition; and assist with research for background material.

**9. Promotion:** The Guest Curator will prepare an exhibition image that will be used in all publicity. Such image is subject to the approval of MODA. Guest Curator will collaborate with MODA on the promotion of the exhibition and of ancillary activities as requested. Guest Curator will be cited as "Curator" in all media coverage of the exhibition.

**10. Loan Agreements and Exhibition Agreements:** The Guest Curator and MODA will collaborate to prepare and send the official exhibition agreements and/or loan forms to secure artworks for the length of the exhibition.

**11. Return of Work:** MODA will be responsible for the return of artwork belonging to artists from outside the metro-Atlanta area. Guest Curator will assist MODA should any difficulties arise.

**12. Fee and Work Schedule:** Provided all conditions herein have been met to its satisfaction, MODA will pay to the Guest Curator a fee of \$7,500 by November 30, 2013.

**II. The general responsibilities of MODA shall be as follows:**

**13. Loan Agreements and Exhibition Agreements:** MODA and the Guest Curator will collaborate to prepare and send the official exhibition agreements and/or loan forms to secure artworks for the length of the exhibition

**14. Installation:** To provide required technical assistance, preparation, and all other requirements for the installation of the exhibition.

**15. Fees:** To ensure payment of exhibition costs and Guest Curator's fees and reimbursements for services and materials in accordance with this agreement.

**16. Promotion:** MODA and the Guest Curator will collaborate on the promotion of the exhibition and of ancillary activities. Guest Curator will be cited as "Curator" on all media coverage of the exhibition.

**17. Administration:** To provide adequate administrative and exhibition management support to the Guest Curator for the completion of the project.

**18. Termination of agreement:** This agreement can be terminated by 10 days written notice from either party in the event the other party fails to fulfill the terms of the agreement. If the agreement must be terminated due to circumstances beyond the control of either party, written notice of such

circumstances will be provided to the other party as soon as possible and, in such event, neither will be penalized nor held responsible for its failure to complete its obligations under this agreement. If MODA terminates the agreement due to circumstances having nothing to do with the Guest Curator, MODA will pay for work done according to the schedule of fee payments linked to deliverables.

**19. Disputes.** In the event of a dispute between the parties, the parties agree that the initial recourse is to seek arbitration rather than taking legal action. A mutually agreeable arbiter would be selected by the parties to conduct the arbitration.

**20. Diligence.** Both parties agree to use reasonable diligence to carry out all other responsibilities to ensure the excellence and timely completion of the project in accordance with Schedule A.

**21. Miscellaneous.** Any notices given under this agreement shall be personally delivered to the principals of either party, delivered by nationally recognized overnight courier (e.g. Federal Express) or by certified U.S. Mail, with return receipt. This contract shall be governed by the laws of the State of Georgia. Any and all amendments to this agreement must be in writing and signed by both parties.

Signed by the parties and effective as of \_\_\_\_\_, 2013.

**Museum of Design/Atlanta, Inc. ("MODA"):**

By: \_\_\_\_\_

Laura Flusche, Ph.D., Executive Director

**Daniel Lewandowski**

By: \_\_\_\_\_

Daniel Lewandowski

Notice address for MODA:

Museum of Design/Atlanta, Inc., 1315 Peachtree Street NE, Atlanta, GA 30309, ATTN: Laura Flusche

**Schedule A**  
**Paul Rand: Defining Design**  
**Work Schedule**

<b>May 15, 2013</b>	Curator and MODA will finalize exhibition image and discuss preliminary exhibit design schemes and layout
<b>June 25, 2013</b>	Curator will provide MODA preliminary exhibit floor plan
<b>July 15, 2013</b>	Exhibition layout is finalized
<b>July 22, 2013</b>	Curator provides MODA with a finalized list of all objects to be included in the exhibition and Lenders' contact information. MODA will send loan agreements and organize shipping.
<b>August 15, 2013</b>	Curator provides MODA with all interpretive text for editing
<b>September 1, 2013</b>	Provide MODA all technical and material requirements for installation –
<b>September 9, 2013</b>	All interpretive text is finalized
<b>September 16, 2013</b>	Curator assists Exhibitions Manager as needed with the organization and transport of artworks to MODA
<b>October 10, 2013</b>	All print files sent to printer
<b>October 14-18, 2013</b>	De-installation of <i>Barrique: Wine, Design &amp; Social Change</i>
<b>October 21-25, 2013</b>	Curator assists Exhibitions Manager with Installation of exhibit
<b>October 25, 2013</b>	Press preview (organized by MODA) attended by Curator and MODA Administration
<b>October 27, 2013</b>	Exhibition opens to the public
<b>January 26, 2014</b>	Exhibition closes
<b>January 27-31, 2014</b>	Curator assists Exhibitions Manager with de-installation of exhibition
<b>February 3-7, 2014</b>	All artworks are returned to Lenders by MODA

**Exhibit A**  
***Paul Rand: Defining Design***  
**Exhibition Concept**

American designer Paul Rand (1914 – 1996) defined design as a unified activity, based on analysis and governed by imagination. Throughout his lengthy career – in which he created some of world’s most successful and recognizable logos such as those for IBM, Westinghouse, UPS, and ABC – his design work was governed by fundamental principles that he identified in his writings, such as beauty, intelligence, repetition, symbol, and humor. Today, designers across the world derive influence and inspiration from Rand’s body of work, acknowledging that he set new standards for graphic design.

*Paul Rand: Defining Design* will examine the trajectory of Rand’s career in an entirely new way, juxtaposing his iconic designs with discussion of the design principles by which they were informed. In addition, short films, interviews, and examples of Rand’s persuasive writings will provide further illuminate this legendary designer’s thoughts on the design process.

**Gallery 1 (Hall Gallery) – xxxxxxxxxxxxxxxxx**

**Gallery 2 – xxxxxxxxxxxxxxxxxxxxxxxxx**

**Gallery 3 – xxxxxxxxxxxxxxxxxxxxxxxxx**

**Lobby: xxx**



**Exhibit B*****Paul Rand: Defining Design*****Budget**

<b>ANTICIPATED EARNED INCOME</b>	
Admissions	\$10,500
Facility Rentals	\$30,000
<b>TOTAL INCOME</b>	<b>\$40,500</b>
<b>EXPENSES</b>	
Advertising	\$5,000
Brochure Printing	\$500
Exterior Signage	\$1,500
Exhibit Take-Away	\$1,000
Loan Fees	\$32,000
Curator's Fee	\$7,500
Opening Party	\$5,000
Professional Fees	\$3,000
Shipping, Insurance & Handling	\$11,000
Supplies	\$5,000
Wall Graphics Printing	\$10,000
Wall Repair & Preparation	\$3,000
<b>TOTAL EXPENSES</b>	<b>\$84,500</b>
<b>FUNDRAISING GOAL</b>	<b>\$44,000</b>