Curator Agreement

[_____] ("Client") is a California nonprofit organization dedicated to [______]. To enhance its exhibitions, Client engages curators to bring different artistic perspectives and [______] to the public. Client wishes to retain the person identified below ("Curator") to curate an exhibition on the basis set out below.

### Client Contact Information

<table>
<thead>
<tr>
<th>Contact person</th>
<th>Title</th>
<th>Email</th>
<th>Telephone</th>
<th>Client address</th>
</tr>
</thead>
</table>

### Curator Contact Information

<table>
<thead>
<tr>
<th>Contact person</th>
<th>Entity name (if applicable)</th>
<th>Email</th>
<th>Telephone</th>
<th>Mailing address</th>
</tr>
</thead>
</table>

### Exhibition Information

<table>
<thead>
<tr>
<th>Exhibition title</th>
<th>Reception date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibition dates</td>
<td>Reception times</td>
</tr>
<tr>
<td>Exhibition times</td>
<td>Reception location</td>
</tr>
<tr>
<td>Exhibition location</td>
<td></td>
</tr>
<tr>
<td>Description of vision or theme for the exhibition</td>
<td></td>
</tr>
</tbody>
</table>

### Installation Information

<table>
<thead>
<tr>
<th>Installation date(s)</th>
<th>Removal date(s)</th>
<th>Installation requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>(including materials, tools, schedule of time)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Volunteer assistants or independent contractors

### Client Responsibilities

<table>
<thead>
<tr>
<th>Site setup</th>
<th>Equipment provided</th>
<th>Promotion</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>[&quot;Exhibition curated and designed by Name&quot;]</td>
</tr>
</tbody>
</table>

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Note: This document does not reflect or constitute legal advice. This is a sample made available by the Organizations and Transactions Clinic at Stanford Law School on the basis set out at nonprofitdocuments.law.stanford.edu. Your use of this document does not create an attorney-client relationship with the Clinic or any of its lawyers or students.
Curator Responsibilities

<table>
<thead>
<tr>
<th>Site setup</th>
<th>(if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment provided</td>
<td>(if applicable)</td>
</tr>
<tr>
<td>Promotion</td>
<td>Six weeks before the [reception] date, Curator will provide to Client a description of the exhibition, a resume, and an image (preferably digital) of at least one of the exhibited works.</td>
</tr>
</tbody>
</table>

Expense Allocation

<table>
<thead>
<tr>
<th>Expense type</th>
<th>Curator percentage</th>
<th>Client percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertising/publicity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Announcements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frames</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special installations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Photographing work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reception</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shipping to purchasers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special transport for artwork</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exhibition</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Honorarium

Total amount: [$_____

Time and method of payment:
Client will deliver a check payable to Curator promptly following completion of the exhibition.

Additional Information or Terms

This document, which includes this form (“Plan”) and the attached terms and conditions, creates a legal contract between Client and Curator (“Agreement”). By signing below, Curator confirms that Curator understands and agrees to the terms of this Agreement.

Client

Signature
Print name
Print title
Date

Curator

Signature
Print name
Print title, if signing on behalf of entity
Date
1. Basic Agreement

1.1 Exhibition
Curator will develop the exhibition described in, at the location, and during the times specified in, the Plan. Curator is responsible for creating a vision for, designing, and selecting artists and their artwork for the exhibition. Curator will develop the exhibition in accordance with due care, professional standards, applicable law, and this Agreement.

1.2 Vision
Curator will communicate in a timely manner with Client about the vision for the exhibition, selected artists, and their artwork. While Client seeks to include a variety of artistic ideas and artwork and generally aims to support Curator’s artistic vision, Client reserves the right to reject a particular theme, artist, or artwork.

1.3 Responsibilities
Client and Curator will each carry out their respective responsibilities as set out in the Plan.

1.4 Honorarium
Client will pay to Curator an honorarium in the amount, by the method, and at the time specified in the Plan. This honorarium will be Curator’s sole compensation under this Agreement.

1.5 Expenses
Client and Curator will bear expenses for the exhibition as set out in the Plan. Client and Curator will provide expense information to each other and reconcile expenses as promptly as possible after the exhibition, but in any case within 30 days. For expenses not specified in the Plan, Client and Curator will be responsible for their own expenses.

1.6 Cancellation
Client or Curator may cancel this Agreement by giving written notice at least 14 days prior to the installation date specified in the Plan. Upon cancellation, Client and Curator will cooperate in transition activities, including return of any artwork and discussion of expenses, and will use reasonable efforts to minimize interruption and any adverse impacts of the cancellation. Client will have no obligation to pay the honorarium.

1.7 Termination
Client or Curator may terminate this Agreement at any time following breach of the Agreement by the other. Client will have no obligation to pay the honorarium.

2. Installation and Presentation

2.1 Exhibition Location and Hours
If the exhibition is held at Client’s gallery, Client will open the exhibition to the public on the dates and during the times specified in the Plan. If the exhibition is held in another location, Curator and Client will cooperate to reserve the location.

2.2 Security
The Client building is unlocked and open to the public during Client’s regular business hours. Client cannot guarantee supervision of the artwork during these hours.

2.3 Reception
Client and Curator will host a public reception for the exhibition on the date and time as specified in the Plan.

2.4 Removal
No artwork may be removed during the exhibition. All artwork must be removed within 48 hours of the completion of the exhibition, unless otherwise specified in the Plan.

2.5 Sale of Artwork
Client may enter into agreements with artists to sell the artwork featured at the exhibition. Curator is not entitled to any fee, commission, or other share of sales proceeds. Client will provide notice to Curator if an artwork is sold.

3. Promotion

3.1 Promotion
Curator will cooperate with Client to develop promotional materials for the exhibition, including, without limitation, initial announcement, website event listing, email alerts, reception invitations, and press releases (collectively, “Promotional Materials”), as described in the Plan. Client may edit any Promotional Materials, including any texts written by Curator. Curator will not be entitled to inspect or approve versions of any Promotional Materials prior to use by Client, nor will Curator be entitled to receive any payment for any such use by Client. Curator will inform Client of any and all press or other inquiries regarding the exhibition.

3.2 Credit and Recognition
Client will credit Curator as provided in the Plan. Curator’s name and contact information will be available to the public through the exhibition and after its completion. Curator consents to Client’s use of Curator’s image, name, or contact information in Promotional Materials and Client fundraising or other outreach materials. Curator may identify himself or herself as a curator for the exhibition.

4. Intellectual Property

4.1 Curator Work Product
Curator and Client intend that Client will have full and exclusive rights to all work product created by Curator under this Agreement, including Promotional Materials and any jointly-created materials. Accordingly, Curator assigns to Client all rights, title, and interest worldwide in any such work product.
4.2 Consent to Client Recordings
Curator understands that Client may, and may permit the public to, photograph, film, or record the exhibition. Curator authorizes and grants Client the right to use such photos or recordings in any and all media (including without limitation, website, social media, and publications) to promote the exhibition, and in connection with Client’s fundraising, recordkeeping, and educational activities. Curator will not be entitled to inspect or approve such use, receive notice of such use, or receive any payment for such use.

4.3 No Infringement
Curator confirms, represents, and warrants that his or her contributions to the exhibition do not and will not conflict with any agreements with or infringe or violate any rights of any third party, including any copyrights, rights of publicity, trademark, or other common law or statutory intellectual property rights.

5. Indemnification and Liability

5.1 Insurance
Curator will be responsible for his or her own insurance coverage as Curator may determine appropriate in connection with this Agreement.

5.2 Indemnification
Curator will defend, indemnify, and hold Client and its respective directors, officers, employees, volunteers, and agents (collectively, “Client Parties”) harmless from and against all claims, liabilities, losses, damages, expenses, and attorney’s fees resulting from Curator’s activities under this Agreement. Curator will have no obligation to indemnify any Client Party to the extent liability is solely caused by a Client Party’s gross negligence or willful misconduct.

5.3 Limitation of Liability
Under no circumstances, and under no legal theory, whether in tort, contract, or otherwise will any Client Party be liable to Curator for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement.


6.1 Independence
Curator is and will be an independent contractor. Curator will have control and sole responsibility for the planning, management, and implementation of Curator’s activities under this Agreement. Curator will not be entitled to any benefits that Client makes available to its employees, and Curator will have sole responsibility for all tax returns and payments. Nothing in this Agreement creates an employment, partnership, joint venture, or similar relationship between Curator and Client for any purpose. Client will have no obligation to retain Curator for any future exhibition.

6.2 Entire Agreement
This Agreement expresses the final, complete, and exclusive agreement between Curator and Client, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing, or understanding between Curator and Client relating to its subject matter. If there are any inconsistencies between the Plan and the terms and conditions, the Plan will control.

6.3 Amendment
This Agreement may be amended only as stated in and by a writing signed by both Curator and Client which recites that it is an amendment to this Agreement.

6.4 Severability
If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

6.5 Waiver
Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

6.6 Assignment
Curator may not assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of Client.

6.7 No Third-Party Beneficiaries
Except as provided in Sections 5.2–5.3, this Agreement is for the exclusive benefit of Curator and Client and not for the benefit of any third party, including, without limitation, any artist, exhibition attendee, or any employee, affiliate, subcontractor, volunteer, or vendor of Curator or Client.

6.8 Governing Law
This Agreement will be governed by California law.