NORTHEASTERN UNIVERSITY GALLERY 360 ARTIST AGREEMENT

Contract No:

This agreement (“Agreement”) is made and entered into as of the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between Northeastern University on behalf of its Gallery 360 (the “University”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Artist”) for the use of the artwork described below (“Artwork”) for exhibition purposes (the “Exhibition”). In consideration of the agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Certain details regarding the Exhibition:
   * Name of Exhibition:
   * Description of Artwork**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
   * Dates of Exhibition:

In consideration of Artist’s permission to exhibit the Artwork pursuant to this Agreement, the University shall pay to Artist in US dollars the sum of $\_\_\_\_\_\_, within 35 days following the installation of the Exhibition. Payment will be made by a University check or in such other form as the University may require, payable to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, less all applicable and required state and federal income tax and withholding amounts.

1. The University shall have 100% control over all announcements, advertising and other promotion relating to the Exhibition. In connection with the Exhibition, Artist hereby grants to University permission to use, publish, copy and redistribute the name of Artist and Artist’s approved likeness, biography and other marketing materials and information provided to University by Artist at no cost. In addition, University may film, photograph and otherwise record Artist and the Artwork in connection with the Exhibition and Artist hereby grants to University an irrevocable, fully paid up license to use and/or display in whole or in part such recordings in connection with the nonprofit, educational and/or research purposes of the University. For clarity, Artist shall retain all right, title and interest in the Artwork, including copyright, subject to the limited license expressly granted herein.
2. The status of Artist shall be that of an independent contractor and not that of any employee, agent or other partner of the University. The Artist shall have no power or authority to act on behalf of the University or in its name or to bind the University, either directly or indirectly, in any manner.
3. The Artist agrees to defend, indemnify and hold harmless the University and its trustees, officers, employees, students and agents (collectively, the “Indemnified Parties”) from and against any and all claims, demands, suits, settlements, damages, losses, liabilities, costs and expenses, including, without limitation, reasonable attorneys’ fees and expenses (collectively, “Losses”) of any kind or nature paid or incurred by or asserted against the Indemnified Parties relating to or arising from any allegation that the Artwork infringes the rights of a third party, unless arising from the University’s unauthorized use of the Artwork or breach of its obligations under this Agreement.
4. Each party shall comply with all municipal, state, and federal laws and regulations applicable to the performance of its obligations under this Agreement. Each party shall carry adequate liability, property, workers’ compensation, umbrella and other insurance of a kind and in an amount generally carried by persons engaged in the same or a similar kind of business similarly situated.
5. Any delay or failure of either party in the performance of its obligations under this Agreement shall be excused if and to the extent caused by war, acts of God, strikes, fire, flood, governmental or court order or advisory, disease, regulatory or statutory change, or other similar or dissimilar cause beyond the reasonable control of such party (referred to collectively as a “force majeure event”), provided that (i) written notice of such force majeure event and its impact on the party’s performance is given by such party to other party within 72 hours; (ii) such party shall use all commercially reasonable efforts to minimize the extent of such force majeure delay; and (iii) additional expense or other adverse financial conditions shall not be deemed force majeure. Upon receipt of such notice, to the extent practical and accepted by the non-affected party, the time for the affected party’s performance shall be extended for a period of time reasonably necessary to overcome the effect of such delay; provided, further that if such delay materially impairs the purpose of this Agreement, the non-affected party may terminate this Agreement by written notice to the affected party without liability.
6. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to its conflict of laws principles. All disputes or claims in connection with, relating to or arising from this Agreement shall be pursued in the courts located in eastern Massachusetts.
7. Upon request by either party, Artist may assist the University in designing and/or constructing the display of the Artwork for the Exhibition. Artist shall provide any equipment or supplies required by Artist for such display. Neither the Artist nor employees, agents or representatives of the Artist shall use or be under the influence of alcohol or drugs at any time while on the campus of the University.
8. This Agreement contains the entire agreement between the parties and may not be modified except in writing, signed by both parties. This Agreement supersedes all prior communications, understandings and agreements, whether oral or written, between the University and Artist with respect to the subject matter hereof. All exhibits, addenda, attachments and riders attached to this Agreement are made a part hereof by this reference. In the event of any conflict or inconsistency between the terms hereof and any such exhibit, addenda, attachment or rider, the terms of this Agreement shall govern and control.
9. If, during the term of this Agreement one or more events occur which give rise to an obligation or liability of either party under this Agreement, such obligation or liability shall continue notwithstanding the expiration or termination of this Agreement until each such obligation or liability is performed or paid by the respective party.
10. Artist shall not assign or transfer any of its obligations under this Agreement without the prior written consent of the University. Any unauthorized assignment or transfer shall be void. The Artist warrants that it possesses the legal authority to enter this Agreement and that it has taken all actions required by its procedures, bylaws or other applicable law to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the Artist to its terms. Each person executing this Agreement on behalf of a party hereby represents and warrants that he or she has the authority to execute and deliver this Agreement on behalf of the party for whom he or she signs. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement.

**[*signature page immediately follows*]**

**IN WITNESS WHEREOF**, the parties hereby execute this Agreement as of the date first written above.

**NORTHEASTERN UNIVERSITY ARTIST**

By: By:

Title: Print Name:

Name: