

The following document is AN EXAMPLE ONLY, intended to help you better understand the kind of provisions typically included in this type of agreement. It is not intended as a substitute for consulting with an experienced attorney and receiving legal advice based on the facts and circumstances of a particular case. It also does not necessarily represent the only possible way to structure the business relationship or the range of deal terms that might be available in a particular situation.

It is important to remember that just as every transaction is unique, so is the proper structure of the agreement documenting that transaction. Rarely does a so-called “standard” or “boilerplate” legal form fit the particular needs of the parties to a transaction. When a party says their contract is “standard” what they usually mean is that it is in a format that they are accustomed to using. There is some value in starting from a common ground, but never assume that a “standard” contract is not negotiable. It is all too common for parties to employ a “standard” form agreement without carefully considering the implications of its terms or its failure to address critical issues until a dispute arises. There are those who believe that the process of negotiating the terms of agreements is tedious and is a waste of time and money – they often try to cut corners by employing “standard” forms. However, in our experience the process of careful drafting and thorough negotiation is as valuable (or more so) than the final product. Those who take the time to clearly discuss their expectations, and to memorialize those expectations in a written agreement, forge stronger relationships and are much less likely to find themselves in a dispute later on.

CORPORATE AND FOUNDATION EXHIBITION SPONSORSHIP AGREEMENT

THIS GIFT AGREEMENT is entered into this ____ day of ____ 200_, by and between _____ Foundation, whose address is _____ (“Donor”) and _____ Museum, whose address is _____ (“Museum”).

WHEREAS Museum is planning an exhibit [or program] [brief description of exhibit/program including time frame] (the “Exhibition” [or”Program”]); and

WHEREAS, Donor is willing to assist with the financial support of the Exhibition [Program];

NOW THEREFORE, the parties agree as follows:

1. THE PROJECT

- 1.1 The Exhibition [Program] will include [describe exhibition]. A tentative list of objects to be included in the Exhibition [Program] is included as Attachment A.
- 1.2 The contents and presentation of any exhibition or program, the management of the Museum’s collections, and the interpretation of the Museum’s mission [“to _____”] remain exclusively within the sole discretion and control of the Museum.

2. DONATION

- 2.1 Donor will donate US\$_____ to the Museum for expenses related to the Exhibition [Program].
- 2.2 Donor will make this donation within ____ days following the execution of this agreement [or pursuant to other payment schedule as agreed, including specific dates]. [*If payment is made by check – Payment will be made by check payable to Museum and will be sent to: _____*]. [*If payment will be made by wire transfer – Payment will be made by wire transfer payable to Museum and sent as follows: ____*].
- 2.3 [*If there is a payment schedule – Donor represents to Museum that it considers this donation obligation a binding commitment. Donor understands that Museum will rely on this commitment, including but not limited to making financial and/or other commitments.*]
- 2.4 [*If a donation is made in-kind – Donor will [also] donate [identify in-kind goods or services] (“Goods” [or “Services”]) as described in detail in Attachment B hereto, and shall deliver [and install] the Goods [Services] to the reasonable satisfaction of Museum’s Authorized Representative, identified in paragraph [8] below, at no cost to Museum. Donor will coordinate the arrangements for the delivery [and installation] of the Goods [Services] with Museum’s Authorized Representative. The Goods [Services] will be covered by Donor’s standard consumer warranties, including standard provisions for repair and replacement, in effect as of the date of delivery, which are attached to this Agreement as Attachment C. Museum will be solely responsible for the maintenance of the Goods outside of such warranties.*]
- 2.5 The Internal Revenue Service requires that donors obtain specific acknowledgement from donees, including a valuation of goods and services provided by the donee in return for the gift, if the Donor intends to take a charitable tax deduction for the gift. The amount of a charitable contribution that is deductible for federal income tax purposes is limited to the excess of the value of the cash or property contributed over the value of the goods or services provided. If Donor will require such an acknowledgement, it will so notify Museum in writing.

2.6 *[If gift does not fully fund the project – [if right of first negotiation is offered – Except as set forth in Paragraph [4.2] below,] Nothing in this Agreement will prevent Museum from seeking additional sources of funding for the Exhibition [Program] or from providing appropriate recognition of the source of additional funding not inconsistent with this Agreement.]*

3. RECOGNITION

3.1 Donor will receive recognition as [a funder of Exhibition; national corporate sponsor; the major sponsor; etc.]. Museum will produce an appropriate recognition panel which will acknowledge Donor [and the other funders] and will be mounted [describe location, etc.]. The placement and format of any recognition line bearing the name [and logo *if permitted*] of Donor will be reviewed in advance by Donor and must be mutually agreed on. *[If no logo is permitted – Donor understands that its logo will not be included in the acknowledgement line.]* Donor agrees not to unreasonably withhold its approval, in light of the need equitable to accommodate other Exhibition [Program] funders.

3.2 *[If there is a naming opportunity – Museum will designate the [describe space] as the [state name]. This space will bear this name [period of years or other term, i.e. “until the next comprehensive renovation of the space”]. [Indicate whether naming is subject to approval by Museum board.]*

4. ADDITIONAL ACTIVITIES

4.1 *[If an opening event is offered – Donor may co-sponsor with Museum an opening event for the Exhibition [Program] at Donor’s sole cost and expense. The event will be subject to Museum’s special events policies. In the event that Donor elects not to fund the opening event, Museum may obtain other funding for the opening event.]*

4.2 *[If right of first negotiation is offered – Museum will offer Donor the first opportunity to fund additional activities that are related to the Exhibition [Program] and proposed by Museum. Museum may seek funding elsewhere if Donor chooses not to fund any additional activities proposed by Museum.]*

5. PUBLICITY AND PROMOTION

5.1 Museum and Donor [and/or all funders of the Exhibition [Program] will issue a joint press release, approved by all parties in advance, announcing Donor’s [all funders] donation to the Exhibition [Program]. Such approval will not be unreasonably withheld, in light of the need equitable to accommodate all funders. Museum’s Authorized Representative will provide approval on behalf of Museum. Donor’s Authorized Representative will provide approval on behalf of Donor.

5.2 The names of “Museum”, the Museum’s logo, and certain other names and marks of the Museum [specify as appropriate] are registered trademarks. Except as specifically provided in this Agreement, Donor may not use these names and marks, including on Donor’s product or on product packaging or at point of purchase or sale, or in advertising, promotion, publicity, or fund-raising, without prior written approval of Museum.

6. INDEMNIFICATIONS

6.1 Museum agrees to indemnify and hold Donor harmless from all claims or damages asserted by third parties caused by or arising out of Museum’s creation and presentation of the Exhibition [Program].

6.2 Donor agrees to indemnify and hold Museum harmless from all claims or damages asserted by third parties, except those asserted to be caused by the negligence of Museum, caused by or arising out of Donor’s exercise of the benefits granted to it pursuant to this Agreement.

7. FORCE MAJEURE

Neither party shall have any liability to the other for any failure to perform, or for any cancellation in

connection with the performance of any obligation under this Agreement, if such failure or cancellation is due to, or in any manner caused by, the laws, regulations, acts, demands, orders or impositions of any government, or by acts of God, strikes, fire, flood, weather, war, terrorism, rebellion, insurrection or any other causes beyond the control of either party, whether similar or dissimilar to the foregoing.

8. AUTHORIZED REPRESENTATIVES

- 8.1 For the purposes of liaison, direction and coordination of daily operational matters, Museum shall be represented by _____ [name, title, address] ("Museum's Authorized Representative").
- 8.2 For the purposes of liaison, direction and coordination of daily operational matters, Donor shall be represented by _____ [name, title, address] ("Donor's Authorized Representative").
- 8.3 Museum and Donor shall advise each other in writing of any substitution for said representatives.

9. OTHER PROVISIONS

- 9.1 Recitals. The recitals contained in this Agreement constitute an integral part of this Agreement and are to be considered as such.
- 9.2 Captions. The captions and headings contained in this Agreement have been inserted for reference and convenience only and in no way define, limit or describe the text of this Agreement or the intent of any provision.
- 9.3 Association. The parties, by this Agreement, do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship, and nothing in this Agreement shall be construed as creating any such relationship between the parties.
- 9.4 Confidentiality. In consideration of the public nature of the Museum and in order to protect its public image and the public trust, Donor acknowledges that Museum will not treat this Agreement or its contents as confidential information. This Agreement and its contents will be released if requested by organizations or individuals with a legitimate interest in the matter or who make such a request in a manner consistent with Museum policy or applicable law.
- 9.5 Modification. Neither party shall be bound by any definition, condition, warranty, representation, modification, consent or waiver, other than as expressly stated in this Agreement, unless set forth in a writing executed by the party to be bound thereby.
- 9.6 Assignment. This Agreement and the rights granted under it may not be assigned by either party, except with the express written permission of the other party.
- 9.7 Disputes. The terms and conditions of this Agreement will be construed in accordance with the law of _____.
- 9.8 Entire Agreement. This Agreement constitutes the entire legal agreement between the parties relating to the subject matter contained in this Agreement. All prior negotiations, representations, agreements, and understandings are ineffective and are superseded by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

AGREED TO AND ACCEPTED:

MUSEUM

Date:

By:

Its:

DONOR

Date:

By:

Its: