



Exhibit Rental Agreement

Between:

Project Judaica Foundation and _____ (**Hereinafter "borrower"**).

Borrower hereby agrees to rent the exhibition "Denmark, October 1943: the Rescue of the Jews from Annihilation" (**hereinafter "the exhibit"**) for the period of _____ through _____, (**hereinafter "the rental period"**). For public display at:

(hereinafter "exhibition site").

All notices and business correspondence concerning this agreement, in order to be of legal effect and force, shall be directed in writing to:

Mark E. Talisman, President
Project Judaica Foundation, Inc.
1017 New Jersey Avenue, SE
Washington, D.C. 20003
(for lender),

(for borrower).

The exhibit shipping address for borrower (if different from above) is:

The agreed latest exhibit shipping date to borrower is _____. Other responsible borrower personnel are:

Name: _____

RENTAL FEE PAYMENT TERMS

In consideration of the services furnished and the costs to be incurred by Project Judaica Foundation in organizing and administering the exhibit, borrower agrees to pay a rental fee of \$250. In exchange for this rental fee, lender agrees to provide the exhibit. (consisting of 36 unframed posters in one shipping tube).

At the time this Agreement is signed by both parties, lender expects the full amount of the above rental fee, payment of which must be received in order to activate this Agreement. The exhibit will not be shipped until this payment is received.

In the event of a cancellation by borrower, lender will return one half of the of the above rental fee if cancellation notice is properly sent by overnight within a week of the projected opening. No refunds will be given after that date and time.

INSURANCE

Borrower agrees to provide proper exhibit insurance in the amount of \$3,000 during transit to the exhibit site, during display and until the time that the exhibit is picked up for transport to the next site. Said insurance to name Project Judaica Foundation, and borrower as co-insured. Proper certificates of insurance must be received by lender before the exhibit can be shipped to borrower's site.

Borrower also agrees to provide: all fire precautions according to local fire department regulations' handling, unpacking, and repacking of the exhibit in original containers as well as display, installation, and dismantling, all under professional supervision; strict protection against theft and damage; and indemnity for lender for any contingent liabilities related to the exhibit.

SHIPPING AND STORAGE

Borrower agrees to make all arrangements and pay for all transportation of the exhibit from its previous site to borrower's exhibition site utilizing a carrier mutually agreeable to both borrower and lender. Borrower also agrees to have the exhibit removed from its previous site no later than three days after the starting date of the rental period under this Agreement. A late pick up charge \$100 fee will be owed by borrower to lender for the fourth day and each day thereafter that the exhibit remains at the previous site through no fault of lender or previous borrower or unless borrower can substantiate circumstances beyond its control.

Borrower agrees to pack the exhibit and have it completely ready for shipment to the next site within four days after the closing date of the exhibit or by the end date of this Agreement, whichever is earlier. A late shipping charge equal to \$100 will be owed by borrower to lender for each day later than the end date of the rental period under this Agreement that the exhibit is not ready for shipping.

Borrower agrees to pack the exhibit for shipping exactly as it was received with each object occupying its precise, named location within its correct shipping container. Shipping shall be by a licensed, bonded and insured public carrier approved in advance of shipment by both parties.

If requested by lender, borrower agrees to store the exhibit in a mutually agreed location at no cost to the lender if no further venues are available after the borrower's host period.

CARE OF EXHIBITION

Each object included in the exhibit is in good condition unless otherwise noted in the form to be provided by lender to borrower at the time the exhibit is shipped to borrower. Objects not received in good condition by borrower should have its condition described in detail on the above form which must always be returned to lender immediately after the exhibit is unpacked under any and all conditions. Objects in the exhibit shall remain in the condition in which they are received. They shall not be unframed or removed from mats, mounts, frames, or bases for any purpose whatsoever, or cleaned, repaired or transported in damaged condition except with the expressed written permission of lender.

The exhibit shall be unpacked utilizing the highest degree of care according to any instructions as may be provided by lender at or before its arrival at borrower's site.

Each object at all times shall be given due care to protect it against loss, damage or deterioration. All objects shall be protected at all times from rain, excessive humidity or dry conditions, or extreme or rapid changes in temperature.

All objects shall be protected against fading, scorching, reticulation and cackling caused by direct or reflect sunlight, strong artificial light, ultraviolet radiation from fluorescent tubes or proximity to heat sources.

Should loss, damage or deterioration be noted, lender shall be notified immediately by telephone or fax followed by notification by mail in writing and detail. Should damage occur in transit, lender and the carrier must be properly notified at once and all packing material saved until the carrier or its agent has had an opportunity to inspect them.

Borrower shall be liable for all loss, deterioration, or damage to the exhibit that occurs during the time that exhibit is in the borrower's care, custody, or control.

EXHIBITION AND PUBLICITY

The exhibit shall be shown as a whole and in a dignified and suitable manner at the site set forth above. The public shall be admitted to the exhibit without any restrictions involving race or ethnic heritage and with reasonable provision for its accessibility to the handicapped. The exhibit must include prominent display of the Donor Board.

All publicity releases, invitations, announcements, catalogues, and other printed matter concerning or related to the exhibit must state that: "The exhibit is presented by Project Judaica Foundation, Inc. of Washington, D.C., Mr. Mark E. Talisman, President." Copies of all publicity releases and media clippings and notices, at least one installation photograph and any printed matter used with the exhibit must be sent promptly to lender.

No exhibit object may be photographed or otherwise reproduced for any purpose without the expressed written permission of lender.

COPYRIGHTS

Objects and related text and artwork in this exhibit are copyright and carry all restrictions normally associated with copyrighted materials

UNFORSEEN WITHDRAWAL OF ALL OR PART OF THE EXHIBIT

It may become necessary for lender to withdraw works or objects from the exhibit while it is in circulation. Since such a withdrawal will only be made for good and unforeseen cause as determined by lender, borrower agrees to promptly pack and ship the item(s) to whatever location and according to the instructions provided by lender at the expense of the lender.

CANCELLATION FOR BREACH

Lender shall have the right to cancel this Agreement in the event of any breach of the Agreement by borrower.

CLAIMS AND DISPUTES

All claims, disputes and other matters in question between parties to this Agreement arising from or relating to this Agreement or the breach thereof and/or to the exhibit herein specified, shall be decided under the laws of the District of Columbia.

For Lender:

(Signed) _____

Date _____

Title _____

Phone _____ **(voice)** _____ **(fax)**

For Borrower:

(Signed) _____

Date _____

Title _____

Phone _____ **(voice)** _____ **(fax)**