

Rahr-West Art Museum



EXHIBITION AGREEMENT

This letter will constitute an Agreement between the ALEX TRIMPER GALLERY (LENDER) and the Rahr-West Art Museum (RWAM) concerning the booking of the exhibition KEITH HARING SUBWAY DRAWINGS (Exhibition), which is to be exhibited at the **Rahr-West Art Museum, Manitowoc, Wisconsin.**

1. General Information

DELIVERY DATE: _____

a. PUBLIC OPENING DATE: **December 7, 2025**

b. PUBLIC CLOSING DATE: **February 15, 2026**

RETURN DATE: _____

(1) The exhibition agreement includes the borrowing of the following:

- Selected objects from Lender's catalog (attached list) prepared for hanging
- Detailed handling and hanging instructions when needed
- Preparation of all works of art for travel
- Packing of art work originating at Lender
- High resolution/press quality digital images of selected works in the Exhibition. *RWAM is granted permission to use images solely for educational, archival, and promotional purposes related to the exhibition, subject to the Lender's written approval. Commercial use, merchandising, or reproduction beyond this scope requires separate licensing agreements and permissions*
- Digital file including Item checklist, wall text and labels, text banners

(2) Rahr-West Art Museum is responsible for the following:

- Insurance coverage of full value as stated by RWAM while the works on Borrower's premises.
- Certificate of insurance for full value of Exhibition due one month prior to artwork arrival at Borrower's premises.

- Contracting professional art couriers to pick up all agreed-upon artwork from Lender to Rahr-West Art Museum.
- Provide 2 trained museum professionals to assist courier(s) during unpack/repack.
- Production and Installation of labels and text panels are purely the responsibility of the Rahr-West Art Museum.

2. Individuals Responsible for Arrangements

Identified below are the staff members of RWAM who are responsible for designated obligations with respect to the Exhibition.

a. For coordination, transportation and object handling:

Greg Vadney, Executive Director

Telephone: 920-686-3091

Email: gvadney@manitowoc.org

b. For curatorial information:

Diana Bolander, Assistant Director/Curator

Telephone: 920-686-3090

Email: dbolander@manitowoc.org

3. Standard Conditions Governing Loans to Rahr-West Art Museum

The following conditions will govern the Rahr-West Art Museum's care and use of the art work / objects loaned within the exhibition.

- a. For the period of the loan the items may be exhibited, stored or otherwise used by Rahr-West Art Museum, at our discretion, subject to our exercising the same care and decision in such exhibits, use and storage as is customary in dealing with similar items owned by Rahr-West Art Museum.
- b. Rahr-West Art Museum and City of Manitowoc, WI will insure each item against fire, theft, and other casualty for the period of the loans in the amounts shown on this receipt as the value of each item, unless otherwise stipulated. RWAM shall provide wall-to-wall fine art insurance coverage for the full duration of the loan, including transportation, storage, installation, exhibition, and deinstallation. Insurance coverage shall be effective from the moment of pickup from Lender's premises until final return and safe receipt by the Lender. If the lender does not apply an insurance value to items, Rahr-West Art Museum will insure loans at a value estimated by Rahr-West Art Museum.
- c. If the lender insures the loaned property, the insuring company is required to furnish a certificate naming Rahr-West Art Museum as co-insured or a waiver of subrogation against Rahr-West Art Museum and the City of Manitowoc, WI for the duration of the loan period. When the loan is to be insured by the lender, Rahr-West Art Museum and the City of Manitowoc, WI is thereby automatically held to be co-insured and subrogation waived for the duration of the loan.
- d. It is further agreed that each item will, while on exhibit, be identified as the property of the lender.
Unless Rahr-West Art Museum is notified in writing to the contrary, it is understood that items lent may be photographed and reproduced for educational and publicity purposes connected with Rahr-West Art Museum and the City of Manitowoc, WI.
- e. RWAM shall contact Lender in writing upon conclusion of the loan term. Artwork shall be returned promptly, no later than four (4) weeks after the closing date, unless otherwise agreed upon in writing. Rahr-West Art Museum will return the items loaned to the lender on the date noted and upon presentation of this receipt. Loans will only be returned to the owner or to his or her authorized agent, so identified in writing.

4. Sponsorship

- a. Should a sponsor or sponsors be secured for the Exhibition, the Rahr-West Art Museum shall acknowledge this by prominently displaying the names, credits lines and/or logos of the Exhibition sponsor in a form and manner to be established by RWAM.

b. Rahr-West Art Museum shall include the sponsor's logo and/or credit lines in all material, including, but not limited to, the following: Exhibition-related advertising, press releases, invitations to openings, programs, and special events, membership promotions, and educational materials.

5. Transportation, Delivery and Pickup

a. Transportation for the Exhibition will be arranged and facilitated by RWAM's Executive Director and/or Curator with a professional art shipper.

b. All arrangements for transporting the Exhibition from and to the Lender's premises will be made by RWAM. RWAM will work in cooperation with all Lender to determine a shipping schedule that provides adequate time to unpack, install, and pack the exhibition. Rahr-West Art Museum agrees to receive the Exhibition when delivered and to have it repacked and ready for pick up by the date agreed to by RWAM and Lender.

c. RWAM will ship packed works and will consult with the Lender on scheduling the dates and times for the delivery and retrieval of the Exhibition.

d. All packing materials will be stored indoors in a clean, dry secure area.

6. Inspection, Protection and Installation of Exhibition

a. After 24 hours of acclimation at the Rahr-West Art Museum, periodically while on exhibit, and immediately prior to repacking, a responsible member of the RWAM staff will make an individual examination of each item in the Exhibition. Findings from such examination will be handled as described below.

b. Lender shall provide a condition report for each item upon departure. RWAM shall update the report immediately upon unpacking and again prior to repacking. No treatment or conservation may occur without prior written consent of the Lender.

c. Only trained art-handling personnel may handle artwork. No interns or volunteers may handle the works specifically listed as such on the Checklist.

d. In the event of any loss, theft, or damage, RWAM will notify Lender immediately and follow up with a full written report and photographs within 72 hours. RWAM shall be solely responsible for processing any insurance claims.

e. All artwork must be stored and displayed in facilities equipped with 24/7 monitored fire and security systems, consistent 68–72°F temperature, 45–55% RH, and maximum 5-foot candles for works on paper. RWAM will share its AAM General Facility Report and environmental logs upon request.

f. RWAM will not remove any artwork from the exhibition without prior written approval from the Lender, except in emergency situations to prevent damage. Any proposed removal will be discussed between lender and Rahr-West Art Museum in good faith.

h. RWAM may request that a licensed art conservator visit artwork if significant damage is noted and needs immediate attention. Lender will cooperate with RWAM and conservator to find mutually agreeable time for visitation, assessment, and possible treatment.

7. Disputes, Limitation of Liability and Indemnification

a. Both RWAM and Lender agree to use their best efforts to resolve through discussion and negotiation to their mutual satisfaction any disagreement arising out of or under the terms of this Agreement.

b. Each party shall indemnify and hold harmless the other from any and all claims, liabilities, or expenses arising from breach of this Agreement, except in cases of gross negligence or willful misconduct by the indemnified party.

c. The Borrower agrees that in no event shall any damages payable by RWAM as a result of a breach by it of the terms of this Agreement exceed the amount for which the artwork shall be insured and under no circumstances shall the Borrower be entitled to receive, in addition to its actual damages. The parties hereto agree that the refund remedy set forth above, together with actual damages as limited hereby, are fair and sufficient and shall be the only remedies of the Borrower hereunder.

8. Entire Agreement and Amendments

a. This Agreement and its Attachments constitute the entire understanding between RWAM and the Lender with respect to the Exhibition. This Agreement supersedes and replaces any previous documents, correspondence, conversations, and other written or oral understandings related to this Agreement.

b. This Agreement may not be amended or modified except by means of a written document, signed by both parties, and no waiver of the terms hereof shall be in effect unless in writing and signed by the party making such a waiver.

9. Governing Law

This Agreement shall be governed by the laws of the State of Wisconsin. Any disputes shall be resolved in a mutually agreed-upon venue or through binding arbitration under the rules of the American Arbitration Association, unless otherwise required by law.

10. Severability

In the event that anyone or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality, and enforceability of any such provision on in every other respect and of the remaining provisions

hereof shall not in any way be impaired or affected, it being intended that all of the rights and privileges contained herein shall be enforceable to the fullest extent permitted by law.

11. Signatures and Binding Agreement

RWAM and the Lender each warrant to the other that the officer or officers signing this Agreement on its behalf is or are authorized to do so and that it is entered into this Agreement and caused to be signed on its behalf, intending to be legally bound.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized representatives as of the date and year first written above.

CITY OF MANITOWOC

Lender *Alejandro E Trimper*

By: _____

By: Alejandro E. Trimper

Greg Vadney, Rahr-West Art Museum Director

Lender's Name

Date: _____

Date: 10/21/2025

Lender's Address: 123 Joffre Ave. #2 Stamford CT 06905

Lender's Federal Employer Identification Number: 92-1276363

Lender's Telephone: 347-558-6992

Lender's Email Address: alex@trimpergaller.com

Pickup and Return Delivery Address: Westy Storage 80 Brown House Road Stamford CT 06905