



UNIVERSITY ARCHIVES: EXHIBITION AGREEMENT

This EXHIBITION AGREEMENT entered into on _____, 2022 is between the Board of Governors of the Colorado State University System acting by and through Colorado State University Pueblo (CSU Pueblo) and the below listed Exhibitor.

Exhibitor Information:

Institution Name: _____

Address:

Website: _____

Contact Person: _____

Phone: (____) ____ - _____ E-mail:

Date of Request: _____

Exhibition:

Specify title of exhibition, location(s), and inclusive dates of loan.

Title of Exhibition: ***La Cucaracha: An Alternative Newspaper (1976-1983)***
Traveling Exhibit

Location (s): _____

Inclusive Dates: _____

Fees: K-12 schools – no charge; Museums and other institutions - suggested donation **\$100**



CSU Pueblo Information:

Institution Name: Colorado State University Pueblo
Attn: University Archives and Special Collections
Address: 2200 Bonforte Blvd., Pueblo, CO 81001
Website: www.csupueblo.edu/library/archives-and-special-collections
Contact Person: Tom Sommer
Phone: (719) 549- 2475 E-mail: thomas.sommer@csupueblo.edu
Credit: University Archives and Special Collections, CSU Pueblo
<https://www.csupueblo.edu/library/archives-and-special-collections/>

I. Description of Items to be Lent:

Title or description (as appropriate)

La Cucaracha: An Alternative Chicano Newspaper (1976-1983) Traveling Exhibit. The traveling exhibit includes 10 7' pop-up displays and 500 brochures to be read by the public.

II. Damage:

Exhibitor is responsible for any and all damage that may occur to the exhibit while in the possession of the Exhibitor or while being transported to or from the Exhibitor's premises. Exhibitor shall reimburse CSU Pueblo \$100 to reprint each damaged panel and \$250 to reprint the entire panel and replace the stand. Such payment is to be made within 10 days of written notice of damage being provided to Exhibitor by CSU Pueblo. CSU Pueblo will determine if there is damage when the exhibit returns. See section IX for details on the Check Receipt process.

III. Financial Arrangements:

The Exhibitor agrees to make arrangements and directly pay the cost of incoming and outgoing shipping or delivery. Exhibitor will coordinate the shipping with CSU Pueblo. See section VII for details. Exhibitor will bear all local costs incurred in presenting the Exhibition, including, but not limited to security; promotion; publicity; previews; space preparation and installation, including labor to unload and load the Exhibition on the Exhibitor's premises; storage on the Exhibitor's premises of packing materials; educational programs; docent training; entertainment; and receptions.



IV. Exhibition Content, Credit, and Schedule:

The Exhibit will be considered in the possession of the Exhibitor from the time it leaves CSU Pueblo until it returns to CSU Pueblo. The dates of possession will be _____. The parties may agree in writing to modify these dates based on shipping arrangements.

- A. The Exhibition will consist of 10 7' panels and brochures. No changes to the texts or the presentation of the Exhibition material will be made without prior written approval from CSU Pueblo's traveling exhibits manager.
- B. The following credit will be displayed at the entrance to the Exhibition and in all publicity, including but not limited to all invitations, announcements, posters, press releases, and other promotional, printed, or web site matter related to the Exhibition and prepared, released, or approved by CSU Pueblo:

University Archives and Special Collections, CSU Pueblo
Colorado Chicano Movement Archives
<https://www.csupueblo.edu/library/archives-and-special-collections/>

The Exhibition site will ask all news media to include this credit line in reporting on the Exhibition.

- C. If the Exhibitor secures local sponsorship, CSU Pueblo and the local sponsor will mutually agree upon an appropriate credit line for the local sponsor. Such acknowledgment will appear in a separate credit line below the credit line listed in B above and will be printed in a typeface compatible with and no larger than that used in the credit line.

V. Facility:

- A. The Exhibitor shall install the Exhibition in a limited-access space that is monitored by trained staff or volunteers during public hours and locked during non-public hours.
- B. Exhibitor will not allow smoking, eating or drinking in the exhibit space in order to prevent damage to the exhibit.
- C. Exhibitor is required to provide safe and appropriate environmental conditions that ensure the safety of this exhibit. Required environmental conditions will be maintained 24 hours per day, 365 days per year in areas where exhibit is present.



VI. Security:

The Exhibition site will be responsible for the security and safety of the exhibition while it is on the premises from the time of delivery until they leave.

- A. Exhibition space will be monitored by staff or volunteers during public hours. The Exhibit space will be locked and secure during closed hours.
- B. In case of an emergency, CSU Pueblo traveling exhibits manager should be contacted immediately by phone.

VII. Packing, Transportation, and Storage:

- A. Receiving the Exhibit:
 - a. Exhibitor may either pick up exhibit or arrange for shipping with the CSU Pueblo traveling exhibits manager. If the exhibit is shipped, then the Exhibitor will receive the exhibition from CSU Pueblo via FedEx or similar shipping service carrier and will be responsible for incoming and outgoing shipping costs.
 - b. CSU Pueblo will make a good faith effort to ensure the Exhibition will arrive at the exhibit site no later than four (4) business days prior to the opening date.
- B. Returning the Exhibit:
 - a. Exhibitor agrees to have the Exhibition shipped within four (4) business days following the closing date.
 - b. If local exhibitor, then traveling exhibit can be returned to CSU Pueblo University Archives and Special Collections in person within 4 business days of the end of the Exhibition
- C. Packing and Storage: Before installation and after de-installation, all objects are to be stored in a climate controlled, pest free, secure area.
- D. If Exhibitor fails to return the exhibit to CSU Pueblo within 4 business days or causes damage to the Exhibit and fails to pay for the cost of the damage, Exhibitor shall reimburse CSU Pueblo for all collection costs, including professional fees and other expenses incurred in enforcing collection of any and all amounts owing hereunder, whether or not legal action is instituted. In the event suit or action is instituted to enforce compliance with this agreement including, but not limited to, the collection of any sums due and owing, or to enforce return of the Exhibit, CSU Pueblo shall be entitled to such sum as the trial court, and on appeal any appellate court, may adjudge reasonable as attorney fees to be allowed in said suit or action and any damages or costs incurred due to Exhibitor's failure to comply with any terms of the agreement.



IX. Inspection and Report of Damages:

- A. Maintenance: The Exhibition will be cleaned as necessary according to instructions given by CSU Pueblo's traveling exhibits manager.

Exhibitor must report any malfunctions, damage, loss, or breakage of Exhibition components to CSU Pueblo's traveling exhibits manager immediately by telephone and then by written report within one business day, transmitted by means acceptable to CSU Pueblo's traveling exhibits manager. Unauthorized repairs or replacements are not permitted and are grounds for recall of the affected item(s).

Promptly upon unpacking at Exhibitor's premises and again immediately prior to re-packing, the Exhibitor will prepare and file a Check List Receipt on forms provided by CSU Pueblo. The Exhibitor will make an individual examination of each item and make note of the condition of each Object in the Exhibition. A Check List Receipt will be provided with the Exhibition. The Exhibitor will complete a Checklist Receipt and return it to CSU's traveling exhibits manager within five (5) business days of the Exhibition's arrival. CSU Pueblo will make the final determination of any damages to the traveling exhibit upon physical examination of the returned exhibit.

X. Publicity, Reproduction, and Publication:

- A. A sample Press Release for the Exhibition, which includes images of selected Exhibition materials, will be forwarded to the Exhibitor by CSU Pueblo prior to the Exhibition opening. Photographic materials will be used solely for publicity purposes related to the Exhibition.
- B. If the Exhibitor creates a presence for the Exhibition on the Exhibitor's web site or through social networking, or similar sites, it must include all credit information noted in Section 4 and must provide a link to CSU Pueblo University Archives and Special Collection's web site, or appropriate social media site, subject to CSU Pueblo's linking policies and procedures.
- C. Photography by the viewing public for personal use is permitted unless prohibited under the Exhibitor's exhibition policy.
 - a. Photography, filming, and videography of the Exhibition, including television coverage, may be permitted for documentary, educational, or publicity purposes related to the Exhibition.
 - b. Permission is herein given for pictures to be taken for marketing and promotion of the exhibition by local media supervised by the Exhibitor's staff. In addition, CSU Pueblo University Archives and Special Collections grants permission for pictures to be posted on the Exhibitor's Website and used in social media sites that promote the museum's exhibits and activities, including but not limited to blogs, Twitter, Instagram, Facebook and YouTube sites.



- D. Within thirty (30) days of the Exhibition closing, the Exhibitor will provide CSU Pueblo with a Final Report that will include one (1) copy of each of the following:
 - a. Press clippings, visitor comments, surveys, or other evidence of public response in connection with the Exhibition.
 - b. Any printed matter and electronic materials produced in conjunction with the Exhibition, such as, but not limited to posters, audio and/or video files, web publications, and social media.
 - c. A count of visitors to the Exhibition.

The conditions of this loan, as stated above, are accepted:

Exhibitor Signature: _____ **Date:** _____

CSU Pueblo Signature: _____ **Date:** _____

[To be signed and dated by representatives for the CSU Pueblo and the Exhibitor.]