



INTERNATIONAL TENNIS HALL OF FAME INCORPORATED  
International Tennis Hall of Fame & Museum  
194 Bellevue Avenue  
Newport, RI 02840

## Traveling Exhibit Agreement

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the International Tennis Hall of Fame, a not-for-profit corporation organized under the laws of the State of Rhode Island and Providence Plantations, located at 194 Bellevue Ave, Newport, RI 02840 (hereinafter referred to as "ITHF&M"), and **[INSERT NAME]** (hereinafter referred to as "Exhibitor").

**Exhibitor Data:**

**INSTITUTION:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_ **WEBSITE:** \_\_\_\_\_

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**WITNESSETH:**

**WHEREAS**, as an outreach service to individuals who cannot travel to the International Tennis Hall of Fame & Museum, the ITHF&M has developed a traveling exhibit ("Exhibit") entitled **[INSERT NAME OF EXHIBIT]**;

**WHEREAS**, the Exhibitor wishes to host the Exhibit as a means of presenting parts of the history of the game of tennis and attracting visitors to its site;

**WHEREAS**, the ITHF&M has accepted the gracious offer of Exhibitor to host the Exhibit from **[INSERT START DATE]** through **[INSERT END DATE]**;

**NOW THEREFORE**, in consideration of the foregoing and of the mutual promises, covenants and conditions hereinafter set forth and other good and valuable considerations, the parties hereto agree as follows:

1. **Term.** The term of this Agreement shall commence on the date first written above and shall terminate on the day the Exhibit materials arrive at ITHF&M (or at any other location as ITHF&M designates), which the parties agree should be approximately one week after the close of the Exhibit. ("Term")

2. **License of ITHF&M Intellectual Property.** The ITHF&M grants to Exhibitor a non-exclusive royalty-free license during the Term of this Agreement to use (a) the trademarks, trade names, service marks and logos listed on Schedule A attached hereto and made a part hereof, and (b) other intellectual property rights inherent in the Exhibit, including any and all text and photographic images relating thereto, provided however, that Exhibitor has obtained the ITHF&M's prior written approval with respect to each such use, as per the terms of paragraph 5 hereto. If ITHF&M determines in its sole discretion that it cannot grant a non-exclusive royalty-free license to a component(s) of the Exhibit due to copyright of a third party, it is the responsibility of the Exhibitor to secure permission from the

copyright holder; the ITHF&M is only obligated to provide contact information for the copyright holder, if known to ITHF&M.

Exhibitor shall have no interest in or right to the use of such trademarks, trade names, service marks, logos and intellectual property rights inherent in the Exhibit, including text and photographic images relating thereto, except for any limited license, which the ITHF&M may grant in writing pursuant to this Agreement. Any such limited license shall, in any event, be non-commercial in nature and shall be expressly limited to the Exhibit and any activities or promotions reasonably incident thereto. Any such limited license shall not be assignable or transferable.

**3. Publicity and Photography.** Promotion of the Exhibit is the responsibility of Exhibitor at its sole cost. The ITHF&M will provide sample press releases and media information to Exhibitor.

The Exhibitor will not make its own photographs or reproductions of any of the Exhibit components without the prior consent of ITHF&M. Photography by the Exhibitor is limited to photography of the installation for publicity and record purposes.

The Exhibitor agrees to make every effort to return to ITHF&M any press photographs ITHF&M may have supplied and copies of any local press coverage related to the Exhibition. The Exhibitor may develop new press materials or adapt ITHF&M's press materials upon written approval by ITHF&M. Press coverage documentation developed by Exhibitor must be submitted to ITHF&M by no later than 30 days following the Exhibit closing date.

**4. Credit.** The credit line "International Tennis Hall of Fame & Museum, Newport, RI", the ITHF&M logo, and recognition of lead sponsors must be used in all publicity materials in any medium, including print, video, audio and electronic. Such publicity materials include but are not limited to acknowledgments, press releases, publications, leaflets, printed matter, announcements, invitations, and catalogues. The credit line shall be placed in a prominent place at the entrance of each display of the exhibition. Details regarding lead sponsors of the exhibition will be communicated by ITHF&M in writing to the Exhibitor and shall become part of this agreement. Any alteration in or addition to the credit line the Exhibitor wishes to make, including credit for local support, must be approved by ITHF&M in writing. Usage of the credit line and ITHF&M logo in any medium must be submitted to ITHF&M for prior written approval in accordance with the procedures set forth in paragraph 5 below.

**5. Approval Procedures.** Exhibitor shall submit to ITHF&M in advance of publication, distribution or release, the text, layout, and planned methods of distribution of any and all advertisements, press materials, and any other promotional materials (whether printed, video, audio or electronic) prepared, produced, or planned by Exhibitor or any person or organization acting on behalf of Exhibitor in connection with the Exhibit. Exhibitor acknowledges and hereby agrees that the ITHF&M has the sole authority and discretion to approve or reject any materials which use ITHF&M's name, logo, trademarks or any other intellectual property. All such materials must receive the written approval of ITHF&M prior to any publication and/or distribution thereof in any medium. In the event Exhibitor has provided a written request for approval to ITHF&M, failure by ITHF&M to respond to such request within ten (10) business days shall constitute consent by ITHF&M.

**6. Ownership of Physical Property.** The Exhibit materials as set forth on Schedule B attached hereto, any associated intellectual property, and any materials subsequently provided to the Exhibitor for the Exhibit remain the property of ITHF&M, and the Exhibitor shall not encumber the Exhibit in any manner whatsoever. Except for the purposes of transportation and shipment, Exhibitor shall not surrender possession of the Exhibit to anyone other than ITHF&M, except with the express written consent of ITHF&M. The ITHF&M may, at its sole discretion, attach labels indicating its ownership to any Exhibit materials, provided such labels are not visible when the Exhibit is on display. Upon termination of this Agreement and/or termination of the display of the Exhibit for any reason, ITHF&M may choose, at its sole discretion, to arrange and pay for packing and transportation of the Exhibit materials to ITHF&M, and Exhibitor shall reimburse ITHF&M for such expenses. The parties acknowledge that Exhibit materials

may be of a unique nature and monetary damages would not fully compensate for their loss; therefore, ITHF&M may seek a court order allowing such packing and transport.

7. **Internet.** The ITHF&M shall provide a brief description of the Exhibit including a schedule of dates the Exhibit will be hosted by Exhibitor on the museum section of ITHF&M's website located at [www.tennisfame.com](http://www.tennisfame.com). Exhibitor may provide a direct link from its web site to the relevant web page of the museum section of ITHF&M's website. Any other promotion of the Exhibit on Exhibitor's website, including the use of Exhibit materials, photographs, ITHF&M logos or other Exhibit or ITHF&M intellectual property, is subject to the prior written approval of ITHF&M in accordance with the procedures set forth in paragraph 5 hereto. Exhibitor shall not be entitled to register or use a domain name, service mark or trademark, which includes the Exhibit title or ITHF&M or ITHF&M name or any other mark without prior written permission from ITHF&M.

## 8. **Exhibitor Obligations.**

a) **Exhibit Space.** The complete Exhibit must be displayed, unless ITHF&M has provided written permission to do otherwise. The Exhibit shall not be displayed outdoors in a tent or in a temporary building.

b) **Exhibit Access.** The ITHF&M shall have the right for individuals authorized by ITHF&M to enter the premises on which the Exhibit is located, provided reasonable notice (i.e., 12 hours) is given to Exhibitor. In each such instance, Exhibitor's museum general admission fee or access fee (such as price of tournament tickets) shall be waived. The exhibition must be accessible to the public, and access to the Exhibit shall not be denied to anyone on the basis of race, ethnicity, national origin, religious beliefs, gender, sexual orientation, or physical or cognitive disability.

c) **Exhibit Protection and Security.** Exhibitor shall be responsible to secure the Exhibit at all times and to protect it against any loss or damage. A staff person or security guard must be present when the exhibition is open to the public. The Exhibit area must be locked and secure during closing hours, and during non-public hours, an alarm system or security guard must monitor the exhibition. Any mounts used in connection with the Exhibit shall be in accordance with professional museum techniques and shall not damage or otherwise alter the items in the Exhibit. No item in the Exhibit shall be cleaned, repaired, retouched, restored, or otherwise altered in any way, shape or form by Exhibitor without the prior written consent of ITHF&M. The area must have fire protection according to local ordinances. Exhibitor must provide a secure storage area for the shipping crates. No smoking, food, or drinks are allowed in display or storage areas containing the Exhibit except in connection with an Exhibitor reception. Failure to provide security equal or greater than that required for the Exhibit will be considered a breach of this Agreement and shall result in the Exhibitor's liability to ITHF&M for any loss or damage to Exhibit materials, plus attorney's fees.

d) **Environmental Controls.** Temperature and humidity controls are required in the Exhibit area. Temperature should be maintained between 68-72 degrees Fahrenheit, with 40 to 60 percent relative humidity. If the Exhibitor receives the Exhibit in advance, on a date to be determined, the Exhibitor will hold the Exhibit in a constant climate environment until installation begins. The Exhibit area should not be lighted by fluorescent lighting. Direct sunlight should be diffused or eliminated to prevent fading of panels or photos. Exhibitor will provide adequate electrical outlets (3-prong, grounded) for exhibit lighting system. Exhibitor shall provide ITHF&M with a copy of the American Association of Museums (AAM) Standard Facilities Report upon request by ITHF&M. Failure to provide environmental controls equal to or greater than that required for the Exhibit will be considered a breach of this Agreement and shall result in the Exhibitor's liability to ITHF&M for any loss or damage to Exhibit materials, plus attorney's fees.

e) **Exhibition Contents.** No component may be omitted from the Exhibit without prior written permission from ITHF&M. No alteration will be made by the Exhibitor to the text or label copy provided by ITHF&M without written approval of ITHF&M. A record must be kept by the Exhibitor of all deletions and additions to be submitted to ITHF&M for approval.

f) **Follow-up Report.** A follow-up report must be completed by the Exhibitor at the close of the Exhibit and sent to ITHF&M. It is essential that the following material be included in the report:

- o attendance figures for the exhibition
- o three (3) copies of any printed matter relating to the exhibition (i.e.: invitations, press releases, posters, brochures, exhibition reviews and listings)
- o photographs of the installation and if possible, photographs of the opening and special events

9. **Resource Materials.** The Exhibit is accompanied by resource information to help plan and implement successful presentations. This includes the Exhibit script, sample educational materials, press releases and brochure.

10. **Restrictions on Use.** The Exhibit shall be used for educational purposes only. No commercial or political use shall be made of the Exhibit or the ITHF&M name. Without prior written permission from ITHF&M, no special fee (other than museum general admission) shall be charged for the Exhibit, and no general museum fundraising event shall be held utilizing the Exhibit as a focal point. In addition, in the event that the Exhibitor shall enter into a sponsorship agreement to which the Exhibit is to be associated with a third-party sponsor, the Exhibitor shall give ITHF&M reasonable prior notice of such sponsorship arrangement (including the name of the sponsor). In the event that ITHF&M determines, in its sole discretion, that such sponsorship agreement could have an adverse effect on the business or reputation of ITHF&M, ITHF&M shall have the right to terminate this Agreement, and the Exhibitor shall promptly return the Exhibit materials. In the event Exhibitor has provided a written request for approval to ITHF&M, failure by ITHF&M to respond to such request within 10 business days shall constitute consent by ITHF&M.

11. **Unauthorized Use.** In the event the Exhibit is utilized by Exhibitor in a manner not permitted under this Agreement, the Exhibitor shall be liable to ITHF&M for any and all injuries, damage or losses sustained as a result of such improper use, including any attorney's fees incurred by ITHF&M. In addition, in the event such improper use generates or produces, directly or indirectly, revenue, income, or benefits, the Exhibitor shall be liable to and shall pay to ITHF&M all such revenues, incomes or other benefits attributable to the unauthorized use of the Exhibit, including any attorney's fees incurred by ITHF&M

12. **Condition Reporting, Damage or Loss.** For Exhibits materials which are not artifacts, the ITHF&M will provide Exhibitor with a "Condition Report" form which Exhibitor shall complete and return to ITHF&M within forty-eight (48) hours of unpacking the Exhibit materials. Exhibitor shall be responsible for reporting on the Condition Report any damage of the Exhibit observed as the Exhibit materials were unpacked

For Exhibits which do contain an artifact or artifacts, ITHF&M shall prepare outgoing condition reports for each object in the Exhibit and such reports shall accompany the Exhibit. These reports will be completed by the supervising ITHF&M staff member at the time of unpacking and repacking of the Exhibit and returned to ITHF&M with the return shipment. In addition to this Exhibition Contract, ITHF&M will prepare an Outgoing Loan Contract for any artifact(s) that must be signed by the Exhibitor.

Shipping crates or packing materials should be carefully examined for damage before they are unpacked. In case of damage to packing materials or Exhibit, all packing material must be saved and Exhibitor shall to allow the carrier or its agent to inspect said materials. Exhibitor shall retain such materials until instructed by ITHF&M in writing as to their disposal.

ITHF&M must be notified immediately of any loss or damage that occurs while the Exhibit is on display or in Exhibitor's custody. Any such visible damage must be documented photographically and in a written report. Exhibitor shall be responsible for the cost to repair or replace any damage or loss to Exhibit materials which occurs while in the custody of the Exhibitor. Exhibitor agrees that no repairs or replacements of any Exhibit materials shall

be made without the express written permission of the ITHF&M, and will reimburse ITHF&M for any loss or costs caused by repair or replacement made without such express permission of ITHF&M. Exhibitor shall be responsible for the cost to repair or replace any damage or loss to Exhibit materials which occurs while in the custody of the Exhibitor.

Failure to notify as required above the ITHF&M of damage or loss to Exhibit materials shall result in Exhibitor being deemed to be in breach of this Agreement, and shall constitute a waiver of any objection by Exhibitor to ITHF&M's assessment of such damage.

**13. Shipping.** The Exhibitor is responsible for the cost of shipping to Exhibitor, and shall be responsible for any damage occurring to the Exhibit materials during the shipping process. Further, to the extent the Exhibit is to be returned to ITHF&M following the Term, the Exhibitor shall be responsible for the cost of shipping to ITHF&M. The ITHF&M will designate a shipping carrier and will work jointly with Exhibitor to arrange pick up and delivery of the Exhibit materials.

Exhibitor shall be responsible for storing the shipping crates in a secure, climate-controlled location during the duration of the Exhibit. Further, it is the responsibility of Exhibitor to pack up the Exhibit materials to standards specified by ITHF&M prior to pick-up by the shipping carrier, and Exhibitor shall be responsible for any and all damage to Exhibit materials resulting from such packing-up and/or handling. If ITHF&M personnel or professional preparators are needed to unpack and/or pack the Exhibit for shipment, all expenses (including but not limited to lodging, transportation and meals of above mentioned personnel) for this work will be borne by the Exhibitor.

If the Exhibit has not arrived at Exhibitor's location seven (7) working days prior to the opening date, Exhibitor shall call the ITHF&M immediately. Adjustments will not be considered if ITHF&M is not given this period to trace the Exhibit.

In addition, upon un-packing, Exhibitor shall examine all Exhibit materials and shall report any loss or discrepancies to ITHF&M in writing pursuant to Section 13 above. In the event of possible loss or discrepancies, all packing material must be saved until the carrier or its agent has inspected said materials.

**14. Cancellations.** In the event Exhibitor cancels the Exhibit,

- a) the Exhibitor shall pay to the ITHF&M any and all costs to store, pack and/or transport the Exhibit which arise out of such cancellation.
- b) the Exhibitor will forfeit the deposit as a cancellation fee and will be responsible for any expenses already incurred by ITHF&M due to the cancellation.

The ITHF&M reserves the right to cancel a booking at any time if Exhibitor fails to meet the terms of this Agreement. In the unlikely event that ITHF&M must cancel the exhibition for any other reason, ITHF&M will refund the full participation fee to the Exhibitor but will not be responsible for any damages or other costs to Exhibitor arising from such a cancellation. The ITHF&M shall not be liable to the Exhibitor for any circumstances or events beyond ITHF&M's control, including Acts of God or breaches of agreement by shippers or other Exhibitors.

**15. Insurance.** Exhibitor shall bear all risk of direct damage, including loss by theft, to the Exhibit materials. Exhibitor shall carry an all-risk, wall-to-wall insurance policy, subject to the standard property exclusions. The International Tennis Hall of Fame shall be named as an insured party (Loss Payee) in an amount not less than \$ **[INSERT \$ AMOUNT]**. In the event ITHF&M provides Exhibitor with items in addition to those set forth on Schedule B requiring additional insurance, ITHF&M shall notify Exhibitor and Exhibitor agrees to obtain such additional insurance. Any deductible which may apply will be the full responsibility of Exhibitor. Proof of insurance must be submitted to the ITHF&M by Exhibitor (Evidence of Property Insurance) within thirty (30) days of the signing of this Agreement, but no later than prior to shipment of the Exhibit to Exhibitor. Exhibitor shall carry commercial general

liability insurance in an amount not less than one million dollars (\$1,000,000), and shall name the ITHF&M as an additional insured. Any deductible which may apply will be the full responsibility of Exhibitor.

The ITHF&M must be notified in writing at least fourteen (14) days prior to any cancellation or meaningful change in the Exhibitor's insurance policy. Any lapses in coverage, any failure to secure insurance and/or any inaction by ITHF&M regarding notice will not release the Exhibitor from liability for loss or damage.

16. **Indemnification.**

***A. Indemnification by Exhibitor.*** Exhibitor shall indemnify, defend and hold harmless the International Tennis Hall of Fame, and its respective directors, officers, employees, members and agents (collectively, the "Indemnified Parties") against and from, and will provide the Indemnified Parties defense for: (i) any and all claims arising from Exhibitor's breach of any representation or obligation required by the terms of this Agreement; (ii) any and all claims arising from Exhibitor's use of any ITHF&M intellectual property or any intellectual property relating to the Exhibit, including but not limited to Exhibit materials; (iii) any and all claims arising from any act or omission of any agent, employee, or invitee of Exhibitor which occurs in connection with any event outlined in this Agreement; (iv) any and all claims arising from any act of any vendors acting for or on behalf of Exhibitor in connection with any event outlined in this Agreement; and (v) any and all claims arising from Exhibitor's failure to comply with any federal, state, local or foreign rule, regulation, ordinance, permit or law.

The ITHF&M or relevant Indemnified Party shall give Exhibitor written notice within five (5) business days after the Indemnified Party's receipt of written notice of any claim, action, suit or proceeding against such Indemnified Party with respect to which indemnification is to be sought from Exhibitor, enclosing a copy of all papers served. Exhibitor shall be entitled to pay, compromise or defend any claim in good faith. Failing the defense, compromise, or payment of any claim by Exhibitor, the Indemnified Party shall be entitled to pay, compromise or satisfy the claim subject to the prior approval of Exhibitor. If there is any payment made or loss suffered by the Indemnified Party at any time from the date of this Agreement in respect to any liability, obligation or claim as to which such Indemnified Party is entitled to indemnification and for which the Indemnified Party has delivered satisfactory evidence of such payment or loss, Exhibitor shall reimburse the Indemnified Party on demand.

***B. Indemnification by ITHF&M.*** ITHF&M shall indemnify, defend and hold harmless Exhibitor and its directors, officers, employees, and agents against and from, and will provide Exhibitor's defense for any claims that the Exhibit, its intellectual property, or any ITHF&M intellectual property infringes any third party copyrights or other third party proprietary rights, provided that Exhibitor has used the Exhibit and all such materials and/or ITHF&M intellectual property in a manner authorized by this Agreement.

Exhibitor shall give ITHF&M written notice within five (5) business days after Exhibitor's receipt of written notice of any claim, action, suit or proceeding against Exhibitor with respect to which indemnification is to be sought from ITHF&M, enclosing a copy of all papers served. The ITHF&M shall be entitled to pay, compromise or defend any claim in good faith. Failing the defense, compromise, or payment of any claim by ITHF&M, Exhibitor shall be entitled to pay, compromise or satisfy the claim subject to the prior approval of ITHF&M. If there is any payment made or loss suffered by Exhibitor at any time from the date of this Agreement in respect to any liability, obligation or claim as to which Exhibitor entitled to indemnification and for which Exhibitor has delivered satisfactory evidence of such payment or loss, ITHF&M shall reimburse Exhibitor on demand.

The terms set forth in this paragraph 16 shall survive any termination or expiration of this Agreement.

17. **Notices.** All notices, demands, waivers, consents and requests which may be or are required to be given by either party to the other under the terms of this Agreement shall be in writing and shall be delivered by hand or sent by the United States mail, registered or certified, postage prepaid, return receipt requested addressed as follows:

*If to the ITHF&M:*

Douglas Stark  
Museum Director  
International Tennis Hall of Fame & Museum  
194 Bellevue Ave  
Newport, RI 02840

*If to Exhibitor:*

[INSERT CONTACT INFORMATION OF EXHIBITOR]

or such other persons or addresses as shall be furnished in writing by either party to the other party. Notices and requests shall be deemed to have been given three (3) days after the day when postmarked by the United States Post Office or on the day such notice and/or request is delivered by hand to the appropriate party.

18. **Miscellaneous.**

a) **Governing Laws.** This Agreement shall be governed by and construed in accordance with the laws of the United States of America, the State of Rhode Island and Providence Plantations, and the Federal Arbitration Act for arbitration purposes.

b) **Execution in Counterparts.** For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

c) **Assignment of Rights or Agreement.** Neither the Agreement nor any rights granted herein may be assigned, directly or indirectly, by any party hereto without the prior written consent of the other party, which may be denied in the other party's total discretion. This Agreement shall be binding upon and inure to the benefit of any assignee permitted hereunder.

d) **Bankruptcy.** If either party shall become bankrupt or insolvent, or if either party's business shall be placed in the hands of a receiver or trustee, whether by voluntary act of such party or otherwise, this Agreement shall, at the option of the other party, immediately terminate. Upon termination of this Agreement, and/or termination of the display of the Exhibit for any reason, ITHF&M may choose, at its sole discretion, to arrange and pay for packing and transportation of Exhibit materials to ITHF&M, and Exhibitor shall reimburse ITHF&M for such expenses. The parties acknowledge that Exhibit materials may be of a unique nature and monetary damages would not fully compensate for their loss; therefore, ITHF&M may seek a court order allowing such packing and transport.

e) **Severability.** If any clause, provision or term of this Agreement is declared illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the parties that the remainder of this Agreement shall not be affected and that, in lieu of any such clause, provision or term, there shall be added as a part hereof a substitute clause, provision or term as similar in substance to such illegal, invalid or unenforceable clause, provision or term as may be possible.

f) **Waiver**. Any waiver by any party of any right arising from any breach of any term of this Agreement shall not be construed as a continuing waiver of any other breach of the same term or any other term of this Agreement by the other party.

g) **No Joint Venture**. Nothing herein contained shall be construed to place the parties in the relationship of partners, joint venturers, or agents, and Exhibitor shall have no power to obligate or bind the ITHF&M in any manner whatsoever.

h) **Amendment**. No amendment or modification of this agreement shall be valid and binding upon the parties unless made in writing and signed by an authorized officer of each of the Exhibitor and ITHF&M.

i) **Entire Agreement**. This Agreement constitutes the entire understanding between the parties with respect to the subject matter discussed herein and supersedes all prior understandings and/or arrangements, whether written or oral, between the parties with respect to such subject matter. In the event of any conflict between this agreement and any forms of the Exhibitor, the terms of this agreement shall take precedence.

(Next page is signature page)



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed and duly executed as of the day and year first written above.

Exhibit Loan approved for the International Tennis Hall of Fame by:

**PRINT NAME:** Douglas Stark

**SIGNATURE:** 

**TITLE:** Museum Director

**DATE:** \_\_\_\_\_

The Exhibitor acknowledges that he/she has read the conditions above and that he/she accepts them.

**PRINT NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**International Tennis Hall of Fame & Museum contact information:**

*(Primary)*

Doug Stark  
Museum Director  
International Tennis Hall of Fame & Museum  
194 Bellevue Avenue  
Newport, RI 02840

Phone: 401-849-3990, ext.123  
Fax: 401-851-7920  
Email: [dstark@tennisfame.com](mailto:dstark@tennisfame.com)  
Web: [www.tennisfame.com](http://www.tennisfame.com)

*(Secondary)*

Nicole Markham  
Curator of Collections  
International Tennis Hall of Fame & Museum  
194 Bellevue Avenue  
Newport, RI 02840

Phone: 401-849-3990, ext.115  
Fax: 401-851-7920  
Email: [markham@tennisfame.com](mailto:markham@tennisfame.com)  
Web: [www.tennisfame.com](http://www.tennisfame.com)

Schedule A: List of trademarks, trade names, service marks and logos

## Schedule B: Exhibit Materials

The ITHF&M agrees, subject to the conditions printed on the preceding pages, to provide the items described below for the purpose of exhibition:

### Exhibit Information:

TITLE: \_\_\_\_\_

DESCRIPTION OF MATERIALS PROVIDED BY ITHF&M: \_\_\_\_\_

MATERIALS NOT PROVIDED BY ITHF&M: \_\_\_\_\_

### DATES:

LOAN FROM: \_\_\_\_\_ LOAN TO: \_\_\_\_\_

EXHIBIT FROM: \_\_\_\_\_ EXHIBIT TO: \_\_\_\_\_

### EXPENSES:

RENTAL FEE: \_\_\_\_\_

OTHER EXPENSES: As incurred *All transportation, travel, accommodation, shipping, and out-of-pocket expenses incurred by ITHF&M will be reimbursed at cost by the Exhibitor.*

### Exhibitor Fees and Deposits:

- ITHF&M agrees to rent to the Exhibitor the exhibition in exchange for an exhibition rental fee of \$**[INSERT \$ AMOUNT]**.
- Exhibitor is to be responsible for all expenses related to bringing this exhibit to the Exhibitor's location, including:
  - Transportation and/or shipping of the exhibition from the ITHF&M in Newport, RI to **[INSERT EXHIBITOR'S LOCATION]** on **[INSERT START DATE]**, and back to Newport on **[INSERT END DATE]**. Transportation costs would include, but are not limited to, rental of van or truck, gas or mileage (depending on vehicle rental company contract), tolls, and rental insurance.
  - Accommodations and ground transport for any ITHF&M personnel or contracted preparators or exhibit handlers from **[INSERT START DATE]** through **[INSERT END DATE]**.
  - Meals for ITHF&M personnel or contracted preparators or exhibit handlers overseeing the installation, dismantling and repacking of the exhibit while in **[INSERT EXHIBITOR'S LOCATION]**.
  - If necessary: Air and ground transportation for ITHF&M personnel between Newport, RI, and **[INSERT EXHIBITOR'S LOCATION]** for installation, dismantling, and repacking of the exhibition on site in **[INSERT EXHIBITOR'S LOCATION]**.
- The Exhibitor shall provide a ladder for the dates of installation and dismantling.
- The Exhibitor shall provide at least one (1) volunteer/staff person to assist ITHF&M personnel or contracted preparatory or exhibit handler with installation and de-installation.
- The Exhibitor shall provide DVD player and television and/or screen.
- The Exhibitor shall be responsible for their own local costs, including but not limited to, loading and unloading, packing and repacking, onsite storage, installation and dismantling, programs, publicity, opening events and any additional security required to meet the standards of ITHF&M.