

**C.O.D. Contract**

By submitting a work of art to “Curator Off Duty”, you are agreeing to the following terms and conditions, hereafter referred to as “the Lender,” agrees to loan the items entered into the “Curator Off Duty registry” to Roanoke College’s Olin Hall Galleries hereafter referred to as “the Exhibitor,” for the exhibition “Curator Off Duty” on view September- December 2025.

The Lender warrants that the Lender is the owner or authorized possessor of the items and has the authority to execute this agreement and to carry out the terms and conditions expressed herein.

1. The Lender is responsible for the safe packaging of all items included in the exhibit for both the delivery and the return of the exhibit.

2. The Exhibitor will exercise the same care with respect to the exhibition as it does its own private property. Items shall remain in the condition in which they are received and may not be unframed, or remounted, or altered in any way without the permission of the Lender. The Exhibitor will be responsible for maintaining constant protection of the exhibit against fire, theft, vandalism, mishandling by inexperienced persons or the public, and other conditions that may result in loss or damage.

3. The Lender hereby warrants that no claim to copyright exists or that the actions herein contemplated by the Exhibitor will not infringe upon such copyright claim if it does exist.

Unless permission is expressly refused herein, it is understood that during the loan period any object of the exhibit may be photographed, telecast, or reproduced for publicity, publication, and educational purposes solely connected with this exhibition, and that such material may be used for future educational purposes.

4. The Lender agrees not to withdraw the items during the period of this loan without good reason satisfactory to the Exhibitor. The exhibit and all parts thereof shall remain in the custody of the Exhibitor for the duration of the exhibition but may be withdrawn from the exhibition at any time by the Exhibitor. The Exhibitor reserves the right to exclude or remove any work prior to or during an exhibition at any time.

5. No living plants or animals, food, body fluids, or wet objects, hazardous or toxic materials or anything with an active insect infestation will be permitted. Olin Hall Galleries has the right to refuse a submission using hazardous materials.

6. Works must be picked up by the Lender at Olin Hall Galleries within 10 days after the closing of the exhibition. Olin Hall Galleries is not responsible for work not picked up by the owner during this time.

7. This agreement shall be subject to the laws of the Commonwealth of Virginia. Any legal claims shall be decided in the courts of the Commonwealth of Virginia.

8. The foregoing constitutes the entire agreement of the parties and neither this clause nor this agreement nor any subsequent modification may be made except in writing signed by both parties hereto. Any changes herein of printed text or written additions must bear the initials of the parties hereto.

9. Works marked for **DONATION** give Olin Hall Galleries the right to have work sold by honor system. Proceeds will go to local non-profit organizations decided by the gallery staff.