

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Museums and Cultural Affairs

**AGENDA DATE:** November 3, 2009

**CONTACT PERSON NAME AND PHONE NUMBER:** Sean McGlynn, MCAD Director, 541-4898

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

**APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.**

That the City Manager be authorized to sign an Exhibition Agreement between the City of El Paso and Trustees of the Walters Art Gallery, for the Walters Art Museum, for an exhibition known as "Bedazzled: 5,000 Years of Jewelry" in the amount of ONE HUNDRED THOUSAND DOLLARS AND NO/100 (\$100,000.00) for the participation fee and the amount of THIRTY SEVEN THOUSAND AND NO/100 (\$37,000.00) for costs.

**BACKGROUND / DISCUSSION:**

**Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?**

The El Paso Museum of Art is bringing to the City of El Paso, Bedazzled: 5000 Years of Jewelry from the Walters Art Museum in Baltimore. As the most significant Museum collection of jewelry in the country, it represents an opportunity for the El Paso Museum of Art to educate the community about decorative arts and jewelry from Macedonian and Egyptian works from 3000 BCE to Lalique and Tiffany of the 20th century. There is a fee of \$100,000 required for this exhibition, which will be paid by restricted funds from the Museum membership, donations, ticket sales, and sponsorships. The exhibition opens on March 27 and will run through July 25, will coincide with the National Women's Bowling Conference in El Paso held at the Convention Center. The El Paso Museum of Art will be the only venue for this exhibition west of the Mississippi. Other states hosting the exhibition include Maryland, Florida and Tennessee.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

**How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?**

Art Museum Restricted Funds  
\$100,000.00 54500025/50105/54000/502215  
\$ 37,000.00 54154001/07401/54000/502212

**BOARD / COMMISSION ACTION:**

**Enter appropriate comments or N/A**

N/A

**DEPARTMENT HEAD:**

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(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

## RESOLUTION

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager be authorized to sign an Exhibition Agreement between the **CITY OF EL PASO** and **Trustees of the Walters Art Gallery, for the Walters Art Museum**, for an exhibition known as **"Bedazzled: 5,000 Years of Jewelry"** in the amount of **ONE HUNDRED THOUSAND DOLLARS AND NO/100 (\$100,000.00)** for the participation fee and the amount of **THIRTY SEVEN THOUSAND AND NO/100 (\$37,000.00)** for costs.

**ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.**

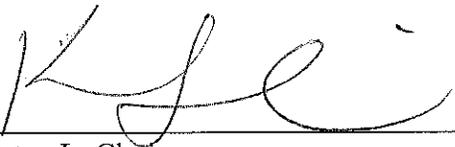
THE CITY OF EL PASO:

\_\_\_\_\_  
John F. Cook  
Mayor

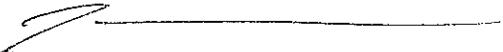
ATTEST:

\_\_\_\_\_  
Richarda Duffy-Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kristen L. Choi  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Sean P. McGlynn, Director  
Museums and Cultural Affairs Department



The WALTERS  
ART MUSEUM

600 NORTH CHARLES STREET  
BALTIMORE, MARYLAND 21201-5185  
TELEPHONE 410-547-9000  
WWW.THEWALTERS.ORG



October 19, 2009

Dr. Michael Tomor, Director  
El Paso Museum of Art  
One Arts Festival Plaza  
El Paso, TX 79901

Dear Michael,

I am pleased to enclose two copies of the final contract for *Bedazzled: 5,000 Years of Jewelry*. Please sign both copies and return them to me at your earliest convenience. I will then have the contracts counter-signed and return your copy to you as soon as possible.

We are all very much looking forward to working with you and your staff on this wonderful exhibition.

Sincerely,

Annie K. Lundsten  
Head of Exhibition Project Management



**EXHIBITION AGREEMENT**  
*Bedazzled: 5,000 Years of Jewelry*  
(FINAL: October 19, 2009)

This Exhibition Agreement (the "Agreement") is made by and between:

**The Organizer:**

**Trustees of the Walters Art Gallery**, for the Walters Art Museum  
600 North Charles Street  
Baltimore, MD 21201-5185  
Tel: 410.547.9000  
www.thewalters.org

AND

**The Exhibitor:**

The City of El Paso  
By and through its accredited art museum, the El Paso Museum of Art  
One Arts Festival Plaza  
El Paso, TX 79901  
Tel: 915.532.1707  
Fax: 915.532.1010  
www.elpasoartmuseum.org

The Organizer has assembled an exhibition entitled *Bedazzled: 5,000 Years of Jewelry* (the "Exhibition"). The Exhibitor agrees to display the Exhibition in accordance with the following terms and conditions:

**I. Exhibition Content**

- A. The Exhibition consists of approximately 150 works of art (a "Work" or "Works") listed in Attachment I (the "Checklist").
- B. Due to conservation concerns, the Checklist may be modified from time to time by the Organizer's conservators. If the Organizer for any reason withdraws any work of art from the Exhibition while it is on view at the Exhibition, the Exhibitor will promptly comply with all reasonable packing and shipping instructions given by the Organizer in the course of such withdrawal. If possible, the Organizer shall substitute, at its cost, works of art of equivalent quality that are acceptable to the Exhibitor and will reimburse the Exhibitor for its reasonable packing and shipping costs incurred by such substitution.
- C. The Exhibitor agrees that it will show the Exhibition in its entirety, without deletions or additions, unless specific written permission for any such change is obtained from the

Organizer before the Exhibition opens at the Exhibitor's location. The Exhibitor may not change the title of the Exhibition without the Organizer's advance written approval.

- D. The Organizer will provide exhibition wall text and other didactic materials not restricted by copyright. All such materials will be provided in electronic format which can be used by the Exhibitor to produce its own object and introductory/ explanatory texts and labels in its preferred format. The content of the Exhibition texts and labels, however, must be reviewed by the Organizer and may not be subsequently altered or revised by the Exhibitor without the written permission of the Organizer.

## II. Exhibition Schedule

- A. The Exhibition will be presented to the public at the Exhibitor's location from March 27, 2010 to July 25, 2010.
- B. Any proposed change in an Exhibition location or date of showing must be approved by both parties in writing at least 90 days before the Exhibition opens at that location.

## III. Financial Arrangements

- A. The Exhibitor agrees to pay the Organizer a Participation Fee of **\$100,000**. One half of the participation fee (**\$50,000**) is due upon signing of this contract and the remaining balance (**\$50,000**) is due on the opening of the Exhibition at the Exhibitor's location (March 28, 2010).
- B. The Exhibitor also agrees to pay its share of pro-rated costs, estimated to be **approximately \$37,000**. If there are additional venues added to the tour, then the pro-rated costs will be recalculated and reduced accordingly.
- C. Pro-rated costs include but are not limited to mounts, matting and framing, conservation treatment, crates, transportation of the Works, postage, photographic materials for publicity, and the Organizer's Registrar's and Conservator's expenses (travel and per diem). Pro-rated costs will be based on actual expenses and will be payable as indicated on the payment schedule. A payment schedule and estimated pro-rated expenses are attached as Attachment II.
- D. A final reconciliation of actual expenses will be calculated by the Organizer within 90 days of the closing date of the final venue on the tour. The Organizer will reimburse the Exhibitor for any over-payments, or invoice the Exhibitor for any actual costs owed.
- E. The Organizer will invoice the Exhibitor for each payment. Payment shall be made to the **Trustees of the Walters Art Gallery** by check or other means agreed upon by the Organizer and the Exhibitor within 30 days of receipt of such invoice.
- F. The Exhibitor will bear all local costs incurred in presenting the Exhibition, including, but not limited to, promotion, publicity, previews, unpacking and re-packing the Works

on the Exhibitor's premises, storage on the Exhibitor's premises (if necessary), educational programs, entertainment, receptions, installation/de-installation, as well as any materials, special equipment, or additional personnel required to install the Works.

- G. The Exhibitor may seek sponsorship funding to cover its costs for showing the Exhibition, including all local costs and the Exhibitor's participation fee (collectively, the "Local Costs"). To avoid sponsorship conflicts, if the Exhibitor seeks sponsorship funding for its Local Costs, it agrees to consult with the Organizer and obtain the Organizer's prior written consent to such sponsors. The Organizer agrees not to unreasonably withhold or delay its consent.

#### **IV. Credits and Acknowledgments**

- A. The following credit line will be displayed prominently at the entrance to the galleries where the Exhibition is installed and shall also appear on all printed materials related to the Exhibition including, but not limited to, press releases, invitations, announcements, brochures, posters, advertising, or other publicity:

**Organized by the Walters Art Museum, Baltimore**

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

- B. Should sponsorship of the Exhibitor's Local Costs be secured, the Exhibitor and the Organizer will mutually agree upon an appropriate credit line. Such acknowledgment shall appear in a separate credit line below the Organizer's credit line in a typeface compatible with and no larger than that used in the Organizer's credit line.
- C. If the Organizer secures additional financial support for the Exhibition, it reserves the right to change the credit line and the Exhibitor agrees to use such revised credit line. Any revisions to the credit line(s) will be communicated to the Exhibitor in writing. Such revisions shall be included in all print and promotional matter not already in production or existence at the time the Exhibitor receives such revision.

#### **V. Packing and Shipping**

- A. The Organizer's Registrar will make all arrangements for shipping of the Exhibition to and from the Exhibitor and will accompany the Exhibition during its travel.
- B. The Registrars of the Organizer and the Exhibitor, in consultation, will determine mutually convenient dates for the inbound and outbound shipment of the Exhibition within the limits imposed by the Exhibition Schedule set forth above.
- C. The Exhibitor agrees to accept delivery of the Exhibition directly into a secure, climate-controlled area on its premises, where the Organizer's Registrar, in conjunction with the Exhibitor's Registrar and/or Conservator, will inspect the delivered Exhibition materials.

- D. The Exhibitor will provide competent packers for unpacking and re-packing the Exhibition. Unpacking will not take place until 24 hours after delivery.
- E. The Exhibitor agrees to store crates and all packing materials for the Exhibition in climate and pest controlled areas meeting the temperature and humidity standards set forth in Section VIII, below, or the crates and packing materials must be returned to galleries and allowed to acclimatize for 24 hours before packing.
- F. If crates are stored off-site, the Exhibitor will be responsible for all costs relating to such storage during its possession of the Exhibition, including transportation to and from the Exhibitor's loading dock. The Exhibitor will inform the Organizer of the name, address, and telephone number of the storage facility one month prior to delivery of the Exhibition. A facility report outlining the security, smoke and fire protection systems of the storage facility must be forwarded to the Organizer prior to storage of empty crates at the site.
- G. The Exhibitor will be held responsible for lost or damaged packing materials and will be responsible for the cost of repairs or replacement as a result of damage to crates between the time of delivery and the time of release. Any replacement crates or repair of existing crates will be provided by a company approved by the Organizer and to the Organizer's specifications.
- H. The Exhibitor agrees to de-install and have the Exhibition packed and ready for shipping after the Exhibition closes, according to the mutually agreed-upon schedule. De-installation and re-packing will take place promptly after the Exhibition closes, under the supervision of the Organizer's Registrar. All the Works must be repacked in their original wrapping materials (glassine may be replaced). No changes in packing systems or materials may be made without the prior written approval of the Organizer. The Organizer's Registrar will provide packing notes to the Exhibitor.
- I. If, under any circumstances, the Exhibitor cannot receive the Exhibition on the scheduled date or cannot prepare the Exhibition for its scheduled reshipment in a timely manner, the Exhibitor will advise the Organizer's Registrar immediately. The Exhibitor agrees to reimburse the Organizer for any additional costs incurred by the Organizer due to the Exhibitor's inability to receive the Exhibition or to ship the Exhibition from its premises in a timely manner.

## **VI. Condition Reports and Procedures in the Event of Loss or Damage**

- A. The Organizer will provide an initial condition report and photograph for each Work in the Exhibition, contained in a condition report notebook that will travel with the Exhibition. These condition reports are to be annotated as appropriate and will be signed and dated by the Organizer's Registrar and an authorized member of the Exhibitor's staff at the time of unpacking and immediately prior to re-packing.

- B. While on the Exhibitor's premises, the Works will be checked weekly by a qualified member of the Exhibitor's staff. Any change in condition of a Work will be noted on its condition report and reported immediately to the Organizer in the manner set forth below. A list of authorized Organizer's staff to contact for various emergencies will be included in the condition report notebook. If any Work is discovered to be in unstable or otherwise vulnerable physical condition, the Exhibitor will withdraw such Work from the Exhibition immediately.
- C. No Work will be removed from its frame or other permanent mounting, and the Exhibitor will not make or permit the making of any repairs or perform any remedial action on any Work, without prior written authorization from the Organizer, except in case of an emergency (i) at the direction of an authorized Organizer's staff member on the Exhibitor's premises, or (ii) for procedures needed to prevent threatened damage or to arrest further damage in case of an accident, water leak, sprinkler discharge, fire, flood, earthquake, or other immediate threat in circumstances where there is not sufficient time to allow contact to be made with the Organizer's staff.
- D. If (i) any Work is damaged, lost, stolen, or subject to emergency procedures, (ii) there is any change in the condition of any Work, or (iii) a withdrawal of any Work becomes necessary, the Exhibitor will, in each such instance, immediately report such event and its cause, if known, to any Organizer staff member on the Exhibitor's premises or, if no Organizer staff member is present, to the Organizer's Registrar by telephone at 410.547.9000, ext. 252 or ext. 247. If the Organizer's Registrar cannot be reached immediately, the Exhibitor will then notify the Organizer's security station at 410.547.9000, ext. 225. In any such event, the Exhibitor will comply with the instructions of authorized Organizer staff with respect to the affected Work.
- E. Any damage to or change in the condition of any Work will be photographed by the Exhibitor immediately at the time of discovery and the photograph(s) will be included in a written report describing the following: the event and its cause, if known; the damage or deterioration, if any; the steps taken by the Exhibitor; the condition of the Work; and the Exhibitor's recommendations. A copy of such report will be sent by fax to the attention of the Organizer's Registrar at 410-837-4846, and a hard copy sent by overnight courier to the Organizer's Registrar. The Exhibitor will provide promptly any additional information concerning such event that the Organizer may reasonably request.
- F. In situations requiring immediate action, authorized Organizer staff may provide verbal consent and direction concerning any necessary treatment or handling of a Work, to be confirmed in writing. After permission is given by the Organizer, the Exhibitor shall require the person treating the affected Work to document fully any treatment and to append the documentation to the condition report notebook together with a copy of the Organizer's written permission for such treatment.
- G. If, in the event of an emergency, the Organizer deems it necessary to send staff representatives to the Exhibitor's premises to evaluate and/or treat the affected Works, the Exhibitor shall bear responsibility for any associated emergency travel and lodging

expenses.

## **VII. Installation**

- A. The Exhibition must be installed in accordance with the Organizer's specifications. The Exhibitor's display cases, including paint, adhesives, and fabric must be constructed or retrofitted according to the material specifications approved by Organizer's conservators and designers. Specific requirements are included, as Attachment V.
- B. The Organizer's Registrar will be present during the unpacking/packing, condition reporting, installation and de-installation of Work. The Organizer's Conservator may also be present during the installation and de-installation condition reporting period at each venue to monitor the condition of certain Works.
- C. The Works must be exhibited in the frames or mounts supplied. Hanging devices and display mounts may not be removed or repositioned. The Exhibitor may not affix other types of hanging devices or display mounts to the Works without prior authorization from the Organizer.
- D. The Exhibitor will be responsible for, and bear all expenses of the installation of the Exhibition, including, but not limited to, the following display materials: walls, platforms, lighting, and graphics. Installation of the Works will not take place until all construction and painting activities in the Exhibition galleries have been completed at least 24 hours prior to the arrival of Works in the galleries.

## **VIII. Environment**

- A. The Exhibitor will ensure that proper standards of environmental control are maintained in spaces where the Works and their packing materials are stored or displayed, with particular attention given to maintaining acceptable light and humidity levels. No Work will be permitted to come into direct contact with any light fixtures or any heating, air conditioning, ventilation, or electrical outlets.
- B. *Relative Humidity* levels must be as follows:
  - 50% R.H., plus or minus 5%: General gallery environment
  - 40% R.H., plus or minus 5%: Display case environment for metal objects (other than gold)
  - 48% R.H., plus or minus 2%: Display case environment for objects composed of a mixture of metal and organic materials
  - 50% R.H., plus or minus 5%: Display case environment for all other types of materials

All display cases containing archaeological or organic materials should incorporate silica gel (conditioned to a specified R.H.) and a small hygrometer or recording hygrothermograph and must be monitored daily to ensure that the proper temperature and relative humidity is maintained.

**All hygrometers and silica gel must be provided by the Exhibitor.** There must not be more than a 5% fluctuation in relative humidity during a 24-hour period.

C. *Temperature* levels must be as follows:

A stable temperature will be maintained at 70°F/21°C, plus or minus 2°F/1°C.

D. *Light Exposure* levels must be as follows:

No Works can be exposed to ultraviolet light (sources include daylight, indirect daylight, unfiltered fluorescent light and some incandescent light.) Fluorescent light sources may be used ONLY if installed with a new UV filter.

Light levels in the exhibition area are to be limited to a maximum of:

5 foot-candles for works on paper, or objects with painted surfaces

15 foot candles for oil paintings

20-25 foot-candles for bronzes

No light source may be placed inside an exhibition case or positioned in contact with the exhibition case. Fiber optic lights are acceptable within a case ONLY if they are operated with a remote light source. UV filtered, cool fluorescent lights are acceptable within a case ONLY if the ballast for the lamp is outside the case. Use of light boxes with cooling fans over the display cases may be acceptable upon review of recording data that demonstrates temperature stability during a 24 hour cycling of lights within the actual case environment.

E. There will be no food, beverages, or smoking allowed in the galleries holding the Exhibition. Wet and dry pipe sprinkler systems may not be in use in exhibition galleries or storage areas unless approved in writing by the Walters Art Museum in advance. If a sprinkler system is approved, special protective measures may be required which will be implemented at the Exhibitor's expense.

## **IX. Security and Safety**

A. The Exhibitor will be responsible for the security and safety of the Works while they are on its premises from the time of delivery until they leave for their next destination.

B. The Organizer will arrange for the security of the Works during transit and the Exhibitor agrees to cooperate with the Organizer for this purpose.

C. The Exhibitor also agrees to confer with the Organizer concerning security matters relating to the Exhibition while on its premises and to provide authorized Organizer staff with such information about the Exhibitor's security as they may reasonably request. The minimum security to be provided by the Exhibitor is set forth in Attachment III, but the Exhibitor agrees that in no event shall the security protection provided for the Exhibition be less than what it provides for works of similar value and condition in its own collections.

## **X. Insurance and Risk of Loss**

- A. Insurance coverage for the Exhibition will be provided by the Organizer. The Organizer will provide the Exhibitor, prior to the delivery of the Exhibition to the Exhibitor, with a Certificate of Insurance naming the Exhibitor as an Additional Insured under such coverage.
- B. The Exhibitor agrees to follow the Organizer's reasonable instructions, including those given by authorized Organizer staff at the site of the Exhibition, regarding matters of safety and security for the Works and their handling, packing, unpacking, conditioning, installation, and shipping for the Exhibition.

## **XI. Photography, Reproductions, and Publicity**

- A. As outlined in Attachment IV, the Organizer shall provide the Exhibitor with a suggested press release and selected digital images of Works from the Exhibition specifically for use in promotional articles, pamphlets, entrance tickets, advertising, the Exhibitor's Web site, and other similar promotional and educational material relating to the Exhibition, as well as for television programs reviewing or discussing the Exhibition. Costs for these slides and transparencies are part of the estimated shared expenses. Except with the written consent of the Organizer, only reproductions and photographs of objects provided and/or duplicated from those provided by the Organizer may be used in connection with the Exhibitor's showing of the Exhibition.
- B. The Exhibitor agrees that all press releases, invitations, announcements, electronic media, and other promotional matter produced by the Exhibitor concerning the Exhibition will carry the full title of the Exhibition as set forth on page 1 of this Agreement and the Organizer's credit line referred to in Section IV above.
- C. Except as provided in this Agreement, the Exhibitor will not allow photographs of any Works in the Exhibition to be taken for any reason without the prior written consent of the Organizer, or any other reproductions of any type in any medium to be made, except for photographs (i) required in accordance with Section VI above, (ii) at installation for archival or documentary purposes outlined in Section VII above, or (iii) as otherwise authorized in advance in writing by the Organizer.
- D. Exhibitor will prohibit photography by the public and will post an appropriate notice of the prohibition in the Exhibition area.
- E. Photography, filming, and videography of the Exhibition, including television coverage, may be permitted for documentary, educational, or publicity purposes related to the Exhibition, but only if supervised by a member of the Exhibitor's professional staff.
- F. All authorized photography is subject to the following restrictions:

1. Framed Works may not be removed from their frames.
  2. Lights must be at least 4 feet away from any Work.
  3. Total wattage of all lights will not exceed 1000 watts. The use of photo lamps MUST be kept to a minimum and lamp usage should be restricted to the time necessary to take the photograph. (Ambient light should be used for photo set-up, focussing, and any other activity not related to film exposure.)
  4. Photography may be done only on the premises of the Exhibitor, under the supervision of an appropriate member of the Exhibitor's staff.
  5. The Works will at all times be protected from contact with photographic and video equipment and such equipment will not be permitted to be hazardously close to any Work.
- G. Copyrights of third parties may apply to photographic materials provided for promotional and educational reproduction. The Organizer assumes full responsibility for negotiating permissions on behalf of itself and the Exhibitor, and for paying any applicable fees or royalties for reproduction of images relative to copyrights that may be held by or on behalf of artists or artists' estates. The Organizer assumes no responsibility for any fees or royalties claimed by artists or on their behalf with regard to any unauthorized reproduction, whether by photograph, film, or other medium, of the Works in the Exhibition made or occurring during the showing of the Exhibition by the Exhibitor.
- H. Compliance with copyright laws and observance of the reproduction rights of any third party occurring during the showing of the Exhibition by the Exhibitor shall be the responsibility of the Exhibitor, which agrees to indemnify, hold harmless, and defend the Organizer from and against all liabilities, losses, or expenses arising out of any claim by a third party of a violation of copyright laws or reproduction rights occurring during the showing of the Exhibition by the Exhibitor and any unauthorized use by the Exhibitor of a reproduction of a Work in the Exhibition.
- I. To the extent not retained by third parties, the copyright for all reproductions of Works in the Exhibition is retained by the Organizer.
- J. The Exhibitor agrees to send the Organizer drafts or copies of all proposed publicity materials for approval, such approval not to be unreasonably withheld. The Exhibitor will remit copies of any printed or electronic publicity or educational material relating to the Exhibition, together with a complete publicity report as specified in Attachment IV, to the Organizer no later than 60 days after the Exhibition closes at the Exhibitor's location.

## **XII. Catalogues and Sales Materials**

- A. Arrangements, if any, with respect to reproductions of or other products or merchandise relating to the Works will be the subject of a separate agreement.
- B. A small, full-color publication (7 x 7 in.) presenting ca. 50 of the most beautiful and intriguing highlights from the exhibition serves as the companion volume. This publication will be offered to the Exhibitor at a wholesale unit cost of \$5.97 each +

shipping and handling.

### **XIII. Right of Cancellation; Force Majeure**

- A. In the event that, less than 12 months before the scheduled opening of the Exhibition at the Exhibitor's location (after February 2007), the Exhibitor must cancel the Exhibition for any other reason, except its untimely arrival at the Exhibitor's premises, the Exhibitor agrees to pay the unpaid balance of the Participation Fee. If the Exhibitor finds an alternative institution, agreeable to the Organizer, to show the Exhibition during the same time period, or at another time reasonably acceptable to the Organizer, the Exhibitor shall then only be liable to the Organizer for such part of the Exhibition fee not paid by such alternative institution and any additional transportation costs.
  
- C. Neither the Organizer nor the Exhibitor will be responsible or liable for damages caused by a delay or failure in performance of this Agreement or any provision of it, or by a delay or failure that causes cancellation of this Agreement, if such a delay or failure is due to a cause beyond its control, such as, but not limited to, fires, strikes, scarcity of materials or fuel, war or acts of war, acts of mobs or rioters, acts of public authorities, delay or defaults caused by public carriers, or earthquakes, storms, floods or other acts of God.

### **XIV. Disputes; Limitation of Liability and Indemnification**

- A. Both the Organizer and the Exhibitor 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. Failing a negotiated resolution between the parties, the Organizer and the Exhibitor agree to participate in voluntary mediation (selecting a mediator by mutual agreement of the parties), but if after 60 days from the date of the first request by a party for voluntary mediation, no resolution of the dispute has occurred, then the parties agree that the dispute shall be resolved in Baltimore, Maryland, before a panel of 3 arbitrators, at least one (1) of whom shall be a lawyer with substantial commercial and art museum law experience, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time this Agreement is signed.
  
- B. To the extent permitted by law, the Exhibitor agrees to indemnify, defend, and hold harmless the Organizer, its trustees, officers, agents, and/or employees from and against all claims, damages, losses, liabilities, and expenses, including, but not limited to, reasonable attorneys' fees and costs of litigation (collectively "Claims") in connection with any accident, loss, injury (including death), or damage to persons or property arising out of the acts, errors, or omissions of the Exhibitor, its trustees, officers, agents, and/or employees related to the performance of activities conducted pursuant to this Agreement or the Exhibition or the showing of the Exhibition at the Exhibitor's location, but only to the extent such Claims are attributable to the willful misconduct or gross negligence of the Exhibitor, its trustees, officers, agents, and/or employees.

- C. The Organizer agrees to indemnify, defend, and hold harmless the Exhibitor, its trustees, officers, agents, and/or employees from and against all Claims in connection with any accident, loss, injury (including death), or damage to persons or property arising out of the acts, errors, or omissions of the Organizer, its trustees, officers, agents, and/or employees related to the performance of activities conducted pursuant to this Agreement, but only to the extent such Claims are attributable to the willful misconduct or gross negligence of the Organizer, its trustees, officers, agents and/or employees.
- D. The Exhibitor agrees that in no event shall any damages payable by the Organizer as a result of a breach by it of the terms of this Agreement exceed the amount of the participation fee actually paid to the Organizer and under no circumstances shall the Exhibitor be entitled to receive, in addition to its actual damages or the refunds described above, consequential, incidental, special or punitive damages, the parties agreeing 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 Exhibitor hereunder.

#### **XV. Entire Agreement; Amendments**

- A. This Agreement and its Attachments constitute the entire understanding between the Organizer and the Exhibitor 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 waiver.

#### **XVI. Governing Law**

- A. This Agreement shall be governed by and construed, enforced, and performed in accordance with the laws of the State of Maryland without regard to conflicts of law principles.

#### **XVII. Legal Proceedings; Seizure**

- A. If any legal actions or other legal proceedings are commenced that involve or relate to the Exhibition, and the Exhibitor or the Organizer is named as a defendant or respondent therein, the Exhibitor agrees to give prompt notice to the Organizer and to cooperate with the Organizer and with the lender, if any, of any Work that is the subject matter of such actions or proceedings in any litigation that might ensue. Should any action resulting from the conduct or actions of the Exhibitor be commenced against the Exhibitor and/or the Organizer to attach or seize any work in the Exhibition, the Exhibitor agrees, at its expense, to defend itself and the Organizer against such action. Should any action resulting from the conduct or actions of the Organizer be commenced against the Exhibitor and/or the Organizer to attach or seize any work in the Exhibition, the Organizer agrees, at its expense, to defend itself and the Exhibitor against such action.

Exhibitor agrees immediately to notify the Organizer of any attempt pursuant to such legal process to obtain possession of or seize a Work in the Exhibition before any seizure is allowed or possession of such Work is surrendered in response to such process.

### **XVIII. Contact Information; Notices**

- A. Unless otherwise stated in this Agreement, all notices and other communications required or permitted by this Agreement shall be made: if to the Organizer, to Nancy E. Zinn, Director of Exhibitions or Annie Lundsten, Manager of Traveling Exhibitions; if to the Exhibitor, to William Bodine, Jr., Director. The following persons are staff members of the Organizer to whom specific questions may be addressed.

*Administration:* Annie K. Lundsten  
Manager of Traveling Exhibitions  
Tel: 410.547.9000, ext. 343; Fax: 410.752.4797  
[alundsten@thewalters.org](mailto:alundsten@thewalters.org)

*Conservation:* Meg Craft  
Senior Objects Conservator  
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[mcraft@thewalters.org](mailto:mcraft@thewalters.org)

*Curatorial:* Alicia Weisberg-Roberts  
Assistant Curator of 18<sup>th</sup> and 19<sup>th</sup> Century Art  
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[aroberts@thewalters.org](mailto:aroberts@thewalters.org)

*Design:* Laura Yoder  
Associate Designer  
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[lyoder@thewalters.org](mailto:lyoder@thewalters.org)

*Development:* Joy Heyrman  
Director of Development  
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[jheyрман@thewalters.org](mailto:jheyрман@thewalters.org)

*Museum Shop:* Alice McAuliffe  
Manager of the Museum Store  
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[amcauliffe@thewalters.org](mailto:amcauliffe@thewalters.org)

*Production Mgmt:* Asa Osborne  
Production Manager and Design Coordinator  
Tel: 410.383.7895; Fax: 410.383.7863  
[aosborne@thewalters.org](mailto:aosborne@thewalters.org)

*Public Relations:* Amy Mannarino  
Public Relations Manager  
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[amannarino@thewalters.org](mailto:amannarino@thewalters.org)

*Registrar:* Barbara Fegley  
Associate Registrar  
Tel: 410.547.9000, ext. 247; Fax: 410.837.4846  
[bfegley@thewalters.org](mailto:bfegley@thewalters.org)

*Security:* Chris Kunkel  
Chief of Security  
Tel: 410.547.9000, ext.308; Fax: 410.727.7591  
[ckunkel@thewalters.org](mailto:ckunkel@thewalters.org)

- B. All such notices and communications shall be considered given (i) when physically delivered by hand, by courier service, by overnight delivery service, or, if by fax or e-mail, when receipt is acknowledged; or (ii) four (4) business days after being deposited in the U.S. mail, postage paid, certified, return receipt requested.

#### **XIX. Signatures; Binding Agreement**

The Organizer and the Exhibitor 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 has entered into this Agreement and caused it to be signed on its behalf, intending to be legally bound.

(signatures follow on next page)

ORGANIZER

By: \_\_\_\_\_  
Gary Vikan  
Director, the Walters Art Museum

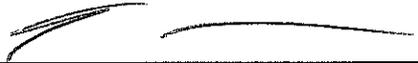
Date: \_\_\_\_\_

EXHIBITOR

By: \_\_\_\_\_  
Joyce A. Wilson, City Manager  
City of El Paso

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Sean P. McGlynn, Director  
Museums & Cultural Affairs Department

APPROVED AS TO FORM:

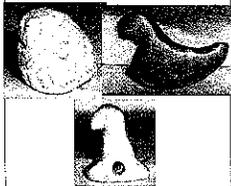
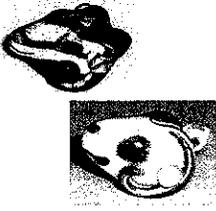
  
\_\_\_\_\_  
Kristen L. Choi  
Assistant City Attorney

**Attachment I**  
**Checklist of the Exhibition**

**Bedazzled: 5,000 Years of Jewelry**

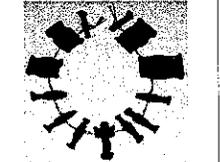
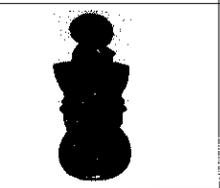
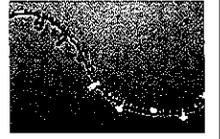
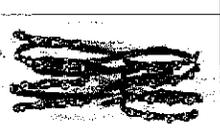
**Final Exhibition Checklist 10-1-2009**

Total Number of Objects: 148

No.	Sec.	Image	Country	Title	Medium	Object Dimensions (cm)	Object Dimensions (in)	Date	Cat. #	Acc. #	Loc	Panel
<b>INTRODUCTION- HENRY WALTERS</b>												
1	0		American (maker: Tiffany and Co.)	Ring with Intaglio of Bell and Trident	Gold, aquamarine	W: 1.50 cm; Case closed: w. 3.5 cm, d. 4.2; h. 3.2 cm Open: d. 6 ; h. 5.5. cm	5/8	1893	cat. # 701	57.1123 + Box	LM	
2	0		Italian (Rome)	Brooch with Cameo bust of Ellen Walters (maker: L. or T. Saulini [cameo]; Castellani [mount])	Gold, shell	H. 6.7 cm (w/ frame)	2 5/8	ca. 1862	cat. # 674 / NCat. p. 56	57.2001	OV	
<b>SECTION 1: ANCIENT</b>												
3	1		Mesopotamian	Bird pendants (Owl, Duck, Bird nesting)	White stones	L. 3.0/1.9/1.7 cm	1 2/8	ca. 3000 B.C.	cat. # 1, 8, 9	42.1452/ 42.1453/ 42.1456	LM	1.1
4	1		Mesopotamian	Animal pendants (Bull's head, Frog)	Red/grey stone	L. 1.5/2.0 cm	5/8	ca. 3000 B.C.	cat. # 4, 11	42.1462/ 42.1458	LM	1.1
5/6	1		Iranian	Pendants in the shape of ram heads	Glass	L. 2.5 and 2.2 cm	1	ca. 1000-600 B.C.	cat. # 18 / NCat. p. 19	47.96/97	LM	1.1
7	1		Syro-Palestinian	Ring with reclining ram	Electrum	H. 4.8 cm, D. 2.2 cm	1 7/8	ca. 14th-13th century B.C.	cat. # 15 NCat. p. 15	57.970	OV	

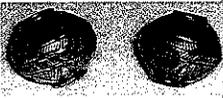
**Bedazzled: 5,000 Years of Jewelry**  
**Final Exhibition Checklist 10-1-2009**

Total Number of Objects: 148

No.	Sec.	Image	Country	Title	Medium	Object Dimensions (cm)	Object Dimensions (in)	Date	Cat. #	Acc. #	Loc	Panel
8	1		Iranian	Lion Terminals from an Armlet	Gold	L. 2.4 cm	1	ca. 9th-8th century B.C.	cat. #: 24 / NCat. p. 16	57.1558a-c	OV	
9	2		Egyptian	Necklace of Egyptian amulets	Light blue faience	H. largest amulet 2.8 cm	1 1/8	1st millennium B.C.	cat. #: 51	48.1676-7/1679/ 1680/ 1684/ 1701/ 1702/ 1705/ 1708-1711	LM	1.2
10	2		Egyptian (Late Period)	Lioness (Sekhmet) head amulet	Blue faience	H. 9.4 cm	3 6/8	ca. 1000-700 B.C.	cat. # 34	48.1626	LM	1.2
11	2		Egyptian	Necklace	Gold, carnelian, faience, light blue glass	L. 49.5 cm	19 6/8	ca. 1500-1100 B.C.	cat. # 38	57.1516	CNS	1.3
12	2		Egyptian	Scarab Signet of Royal Butler	Rock crystal and gold	H.: 3.00 cm	1 2/8	1700 BC	cat. # 119	57.1957	LM	
13	2		Egyptian	Fish pendant	Gold, carnelian	L. 2.5 cm	1	New Kingdom, ca. 14th century B.C.	cat. #: 111 / NCat. p. 14	42.196	OV	1.4
14	3		Etruscan	Gold spirals with round ornaments	Gold	H. 2.7 cm, max. dm. 2.6 cm	1 1/8	7th century B.C.	cat. #: 173	57.415-416	LM	
15	3		Etruscan	Necklace with 23 relief pendants	Gold, silver, glass, zinc	L. 41.5 cm/ max. H. of pendants: 2.2 cm	16 5/8	7th-6th century B.C.	cat. #: 177 / NCat. p. 17	57.1676	OV	1.5

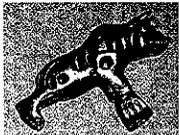
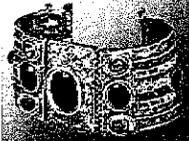
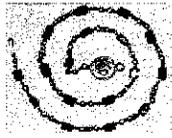
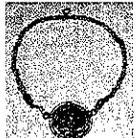
**Bedazzled: 5,000 Years of Jewelry**  
**Final Exhibition Checklist 10-1-2009**

Total Number of Objects: 148

No.	Sec.	Image	Country	Title	Medium	Object Dimensions (cm)	Object Dimensions (in)	Date	Cat. #	Acc. #	Loc	Panel
16	3		Etruscan	Large biconical beads	Gold	H. 2.9 cm	1 1/8	7th–6th century B.C.	cat. #: 201	57.452/53	LM	
17	3		Etruscan	Gold pin with granulation	Gold	L. 4 cm	1 5/8	7th century B.C.	cat. #: 218	57.473	LM	
18	3		Etruscan	Bullae (perfume containers)	Gold	Max. H. 4.2 cm	1 5/8	5th century B.C.	cat. #: 210 / NCat. p. 18	57.574; 57.1950	OV	
19	4		Greek	Horse pendant	Gold	2.4 x 1.3 cm	1	3rd–1st century B.C.	cat. # 256 / NCat. p. 22	57.1728	OV	1.6
20	4		Greek	Hoop earring with lion head	Gold	L. 2.1 cm	7/8	4th–3rd century B.C.	cat. #: 247 / NCat. p. 21	57.1665	LM	1.6
21	4		Greek	Pair of earrings with winged Eros	Gold	H. 4.7 cm	1 7/8	330–146 B.C.		57.1493/ 57.1494	LM	1.6
22	4		Greek, Ptolemaic	Ring with Dionysus	Gold, garnet	2.8 x 2.5 cm, D. 2.8 cm	1 1/8	3rd century BC	cat. # 279 / NCat. p. 20	57.1699	LM	
23	4		Greek	Diadem	Gold, garnet, enamel	L. 45.1 cm	18	3rd–2nd century B.C.	cat. # 265 / NCat. p. 23	57.1541	OV	1.7

**Bedazzled: 5,000 Years of Jewelry**  
**Final Exhibition Checklist 10-1-2009**

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No.	Sec.	Image	Country	Title	Medium	Object Dimensions (cm)	Object Dimensions (in)	Date	Cat. #	Acc. #	Loc	Panel
24	5		Pontic (South Russian)	Cosmetic jar on chain	Gold, green stones	H. 2.68 cm; L. 10.95 cm; Dia. 2.8 cm	1 1/8	1st century B.C.	cat. # 287	57.381	LM	
25	5		Siberian (Sarmatia)	Chain holder with standing bear	Gold	H. 4.1 cm	1 5/8	1st century A.D.	cat. #: Russian Art, WAM 1959 No. 2	57.1849	LM	
26	5		Greek, Hellenistic	Bracelet from the Olbia Treasure	Gold, garnets, amethysts, emeralds, pearls, glass, enamel, various stone	W. 5.3 cm, D. 7.9 cm,	2 1/8	1st century B.C.	cat. # 283 / NCat. p. 24f.	57.375 or 57.376	OV	
27	6		Roman	Pair of snake bracelets	Gold	H. 7.1/7.2 cm	2 7/8	1st century A.D.	cat. # 333 / NCat. p. 26	57.534/ 57.535	LM	
28	6		Roman	Snake ring	Gold	L. 4.3 cm; D. 2.7 cm		1st century A.D.	cat. #: 337 / NCat. p. 26	57.2163	LM	
29	6		Roman	Necklace with beads and disk	Gold, red sardonyx	L 44 X W max 1.5 x D max .3-.5 cm	17 4/8	2nd century A.D.(?)	cat. # 319	57.1555	CNS	6.26
30	6		Roman	Necklace	Gold, red sardonyx	L 36.3 x W max 1.2 x D max .6 cm	14 3/8	1st-2nd century A.D. (?)	cat. # 324	57.1550	CNS	6.26
31	6		Roman	Necklace with medallion (Medusa or Helios)	Gold	L. 41.1 cm	16 4/8	ca. 2nd century A.D.	cat. # 317	57.520	CNS	1.9

*Bedazzled: 5,000 Years of Jewelry*

**Final Exhibition Checklist 10-1-2009**

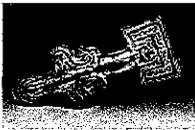
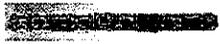
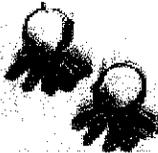
Total Number of Objects: 148

No.	Sec.	Image	Country	Title	Medium	Object Dimensions (cm)	Object Dimensions (in)	Date	Cat. #	Acc. #	Loc	Panel
32	6		Byzantine	Necklace with Medusa and coin (Alexander and Jupiter)	Gold	L. 61 cm	24 3/8	3rd century A.D.		57.518	CNS	1.9

*Bedazzled: 5,000 Years of Jewelry*

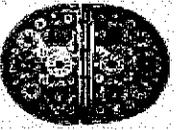
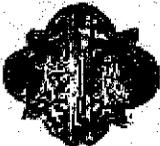
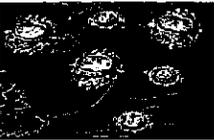
**Final Exhibition Checklist 10-1-2009**

Total Number of Objects: 148

No.	Sec.	Image	Country	Title	Medium	Object Dimensions (cm)	Object Dimensions (in)	Date	Cat. #	Acc. #	Loc	Panel
<b>SECTION 2: MEDIEVAL</b>												
33	7		Anglo-Saxon (East Anglia, England)	Square-headed brooch	Gilded bronze	H. 6.8 cm, W. 14.1 cm, D. 2.6 cm	2 6/8	Late 6th century	cat. # 406 / NCat. p. 32	54.2508	LM	<i>Silica gel required</i>
34	7		Visigothic (Tierra de Barros, Spain)	Eagle fibula	Gold over bronze, gemstones, glass, meerschaum	L. 14.2 cm, W. 7.1 cm, D. 3.2 cm	5 5/8	6th century	cat. # 402 / NCat. p. 33	54.422	OV	<i>Silica gel required</i>
35	7		Early Byzantine (Constantinople?)	Section of a Belt with imperial medallion (Constantius II)	Gold, semiprecious stones	L. 19 cm, H. 8 cm	7 5/8	Late 4th century	cat. # 330 / NCat. p. 27	57.527	OV	2.10
36	7		Early Byzantine (Constantinople)	Diadem	Gold, amethysts, emeralds	H. 2.9 cm, W. 31.1 cm, D. 0.9 cm	1 1/8	4th-5th century	cat. # 420 / NCat. p. 17	57.549	OV	2.10
37	7		Byzantine	Earrings	Gold	H. 5.1 cm	2	6th century	cat. # 451	57.1574-5	LM	2.10
36	7		Post-Byzantine (Northern Greece)	Reliquary pendant with the Virgin and Child	Gold, amethyst, emeralds, rubies, peridots?, pearls, green stones, niello	7.9 cm x 7.1 cm, Cross: 5.1 x 3.4 cm	3 1/8	16th century	cat. # 460 / NCat. p. 37	57.1511a-c	OV	
37	7		Kievan Rus	Earring (birds addorsed)	Gold, enamel	H. 4.68 cm; W. 4.75 cm; D. 0.94 cm	1 7/8	11th-12th century	cat. # 455	44.297	LM	2.11
38	7		Kievan Rus	Earring (birds addorsed)	Enamel and gold	H. 5.2 cm; W. 4.7 cm; D. 0.8 cm		11th-12th century	cat. #456	44.302	LM	2.11

**Bedazzled: 5,000 Years of Jewelry**  
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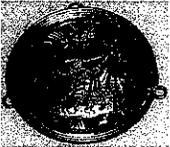
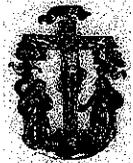
Total Number of Objects: 148

No.	Sec.	Image	Country	Title	Medium	Object Dimensions (cm)	Object Dimensions (in)	Date	Cat. #	Acc. #	Loc	Panel
39	7		English	Bishop's Ring	Gold, malachite	H. 2.2 cm, W. 3.3 cm, D. 3.1 cm	7/8	13th century	cat. # 474 / NCat. p. 34	57.481	LM	
40	7		French (Limoges)	Clasp for cope or secular garment	Gilded copper, champlevé enamel, gemstones	H. 8.5 x 10.8 cm	3 3/8	late 13th century	cat. # 470 / NCat. p. 35	44.16	LM	2.12
41	7		French (Paris)	Clasp for an ecclesiastical vestment (Annunciation)	Champlevé enamel on copper	14.1 x 13 cm	5 5/8	ca. 1325	cat. # 469b / NCat. p. 35	44.115	LM	2.12
<b>SECTION 3: RENAISSANCE AND BAROQUE</b>												
42	8		French	Earrings	Gold, enamel, diamond, pearl	H. 5.4 cm	2 1/8	17th century	cat. # 583	44.522-3	LM	
43	8		European	Dress Ornaments	Gold, shell cameo	57.1116: H 3.7 X W 3.7 X D .6 cm 57.1117: H 3.8 x W 3.5 x D .5 57.1118: H 3.8 x W 3.7 x D .5	1 4/8	16th- 17th century	cat # 544; 541	57.1116-1118; 57.553-5	CNS	3.13
44	8		European	Dress Ornaments	Emerald, gold, pearls	H. 2 x W. 1.8-1.9 x D .5 cm		16th century	cat # 543	44.444-448	CNS	3.13
45	8		Hungarian	Belt buckles	Gilded silver, enamel, jewels	L. 22 cm; W. 6.7 cm	8 6/8	17th century	cat. # 548	57.2000	LM	

*Bedazzled: 5,000 Years of Jewelry*

**Final Exhibition Checklist 10-1-2009**

Total Number of Objects: 148

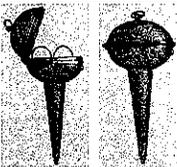
No.	Sec.	Image	Country	Title	Medium	Object Dimensions (cm)	Object Dimensions (in)	Date	Cat. #	Acc. #	Loc	Panel
46	8		Flemish	Hat badge (Veronica's veil)	Silver, niello	H. 4.92 cm; W. 0.36 cm; Dia. 4.63 cm	2	ca. 1500-1550	cat. # 483	45.2	LM	3.14
47	8		Spanish	Crucifix	Gold, rock crystal, enamel	8.4 x 5.5 cm	3 3/8	16th century	cat. # 487 / NCat. p. 40	44.511	LM	3.14
48	8		Flemish	Crucifixion group	Enamel on gold?	H. 2.3 cm; W. 2 cm	7/8	16th century	cat. # 495	44.314	LM	3.14
49	8		South German	Pendant with the Goddess Diana	Gold, enamel, diamond, rubies, pearls	6.6 x 5.2 cm	2 5/8	16th century 19th century restorations	cat. # 515 / NCat. p. 38	44.442	CNS	3.15
50	8		German (Augsburg)	Pendant with the Virgin and Child Enthroned	Gold, enamel, pearls, precious stones	H: 10 cm; W: 7.5 cm	4	16th century/ 19th century	cat. # 505 / NCat. p. 39	44.263	CNS	3.15
51	8		European	Pendant (Parrot)	Gold, enamel, and pearl	H. 9 cm; W. 4.1 cm	3 5/8	16th century	cat. # 525	44.521	LM	3.15

**SECTION 4: 18TH AND 19TH CENTURY**

*Bedazzled: 5,000 Years of Jewelry*

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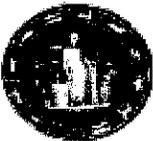
Total Number of Objects: 148

No.	Sec.	Image	Country	Title	Medium	Object Dimensions (cm)	Object Dimensions (in)	Date	Cat. #	Acc. #	Loc	Panel
52	9		French	Chatelaine with watch	Gold, gilt medal, agate, rock crystal	H: 17.6 cm	7	18th century	cat. # 603 / NCat. p. 44	58.16	LM	
53	9		English (maker: Hallifax, London)	Watch with case: Adonis and Venus	Gold	D: 5.2 cm	2 1/8	1739		58.37	CNS	
54	9		French	Scissors Case	Copper repousse	H: 9.7 cm	3 7/8	18th century		57.1741	LM	
55	9		French	Toothpick Case	Gold, enamel	H: 7.6 cm	3	18th century		44.507	LM	
56	9		German	Toilet Case	Gold, wood frame covered with shagreen, silver diamonds, emeralds, glass, enamel, ivory, steel	5.9 x 6.2 cm	2 3/8	ca. 1750	NCat. p. 46	57.842	LM	
57	9		English or German	Etui with Nymphs	Gold, pink agate, enamel	H: 12.7 cm	5 1/8	ca. 1750	NCat. p. 48	57.825	LM	
58	9		English	Toilet Case with Scenes from Ovid	Gold, diamond, silver, steel, ivory	H: 10.7 cm	4 2/8	c. 1750	NCat. p. 47	57.953	LM	

*Bedazzled: 5,000 Years of Jewelry*

**Final Exhibition Checklist 10-1-2009**

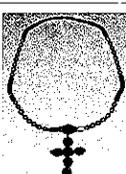
Total Number of Objects: 148

No.	Sec.	Image	Country	Title	Medium	Object Dimensions (cm)	Object Dimensions (in)	Date	Cat. #	Acc. #	Loc	Panel
59	9		Russian (?)	Toilet Case w/ Statuette of Farnese Hercules	Gold, malachite, silver, glass	H: 9.1 cm; L: 4.8 cm; W: 3.2 cm; Spoon: l. 4.7 cm; Bottles: h. (standing) 5.3 cm, w. 2.6; d. 1.7 cm	3 5/8	c. 1770		57.835	LM	
60	10		English (Wedgwood)	Medallion: Apollo with Zodiac Border	Blue Jasperware	D. 5.0 cm	2	18th century	NCat. p. 49	48.1971	LM	
61	10		English (Wedgwood)	Scent Bottle with Altar of Love	Blue jasperware, gold	H. 8.4 cm	3 3/8	18th century	NCat. p. 49	48.1570	LM	
62	10		Italian (Rome)	Brooch with Miniature Mosaic: Tivoli Waterfall	Gold, glass, tesserae	D. 5.1 cm	2	Early 19th century	cat. # 690 / NCat. p. 53	43.46	LM	
63	10		Italian (Rome)	Box with Miniature Mosaic: Boar Hunt in Spring	Gold, glass, green stone		2 1/4" (D) x 3 1/4" (W) x 3/4 (H)	Early 19th century	NCat. p. 52	43.21	Photo	
64	10		English	Stickpin with mouse on spoon	Gold, silver, diamonds	H. 7.1 cm	2 7/8	1870-1910	NCat. p. 57	57.2184	CNS	4.16

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65	10		English	Stickpin with hound's head	Gold, lapis, enamel	H. 7.9 cm	3 1/8	1870-1910	NCat. p. 57	57.2180	CNS	4.16
66	10		English	Stickpin with horse head	Gold, crystal	H. 7.9 cm	3 1/8	1870-1910	cat. # 692 / NCat. p. 57	57.1122	CNS	4.16
67	10		American	Stickpin with hound's head	Gold, tiger eye	H. 7.2 cm	2 7/8	1870-1910	NCat. p. 57	57.2173	CNS	4.16
68	10		American	Stickpin with Bunch of Grapes	Gold, diamond chips, seed pearls	H. 7.3 cm	2 7/8	1870-1910	cat. # 696 / NCat. p. 57	57.1984	CNS	4.16
69	10		American	Stickpin with Eagle	Gold, silver	H. 6.7 cm	2 5/8	1870-1910	cat. # 695 / NCat. p. 57	57.1109	CNS	4.16
70	11		English	Cross Necklace	gold, ruby, horsehair	L. including cross: 26.3 cm; cross only: W: 3.9 cm , L: 4.9 cm	#VALUE!	1850	cat. # 656	57.2046	LM	4.17

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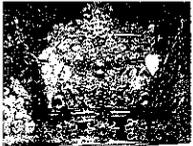
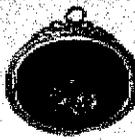
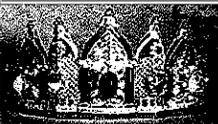
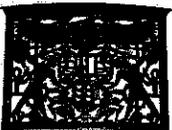
Total Number of Objects: 148

No.	Sec.	Image	Country	Title	Medium	Object Dimensions (cm)	Object Dimensions (in)	Date	Cat. #	Acc. #	Loc	Panel
71	11			Memorial ring	Gold, hair	Bezel: 1.5 x 1.4 cm; Ring: Dia: 1.8		late 17th century		IL.2000.5.7 (wrong no attached to ring)	LM	
72	11		French	Earrings	enamel	H.: 6.00 cm	2 3/8	19th century	cat. # 670	44.524	LM	
73	11		English	Bracelet	gold, enamel, diamonds	H.: 17.90 cm, W.: 2.50 cm	7 1/8	ca. 1840		57.2189	LM	
74	11		Austrian	Bracelet in the form of a cuff	Gold enamel crystal	H. 8.9 cm	3 4/8	ca. 1870		57.2111	LM	
75	11		Hungarian	Necklace and Bracelet	Silver gilt, pearls, emeralds	Bracelet: L: 9.6 cm; Necklace: L: 38.4; D: 16.7 cm		19th century		57.874-875	LM	4.18
76	11		French	pendant	enamel, gold, pearl, brilliants	H.: 8.00 cm	3 2/8	19th century	cat. # 676	44.520	LM	4.19
77	11		English, French	Brooch	Gold, diamond and turquoise	L:10.9 cm; W: 5.4 cm; H: 2.4 cm	#VALUE!	1840-1850		57.2149	LM	4.19

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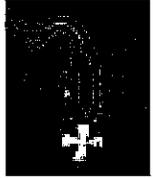
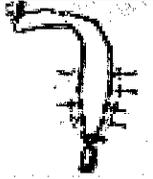
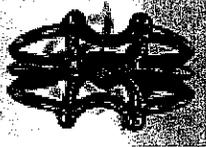
Total Number of Objects: 148

No.	Sec.	Image	Country	Title	Medium	Object Dimensions (cm)	Object Dimensions (in)	Date	Cat. #	Acc. #	Loc	Panel
78	11		English	Bar pin with monkeys	gold, silver, pearls, diamonds, rubies	L: 6.8 cm; W: 4.4 cm D: 0.8 cm		ca. 1875		57.2190	LM	4.19
79	11		Sweden	Wedding Crown	Silver gilt w/ paste jewels	H: 14.9 cm, D: 19.7 cm	6	19th century	cat. # 539	57.2047	LM	
80	11/12		Italian	Pendant with Ariadne Deserted by Theseus	Gold, chalcedony	4.3 x 4.9 cm	1 6/8	18th century	NCat. p. 45	42.1176	LM	
81	12		Austrian	Gothic-Style Bracelet	Gold, carnelian, malachite, moss agate, amethysts, aquamarines, rubies	6.9 x 17.7 cm	2 6/8	ca. 1870	cat. # 663 / NCat. p. 54	57.1999	OV	
<b>SECTION 5: 20TH CENTURY</b>												
82	12		American (New York)	Egyptianizing Brooch: Pectoral of Amenemhet III	Silver gilt, enamel	7.5 x 9.3 cm	3	Early 20th Century	NCat. p. 59	57.1482	LM	
83	12		American (New York)	Egyptianizing Brooch: Pectoral of Sesostris III	Silver gilt, enamel	H: 5 cm W: 5.8 cm		Early 20th Century	NCat. p. 59	57.1483	LM	
84	12		Italian (Naples)	Egyptian-Style Necklace (attr.: Giacinto Melillo)	Gold, gems	L. 36.7 cm	14 5/8	Late 19th or early 20th century	cat. # 679 / NCat. p. 60	57.153	OV	5.20

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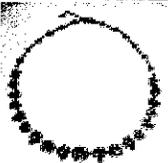
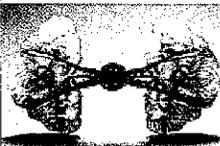
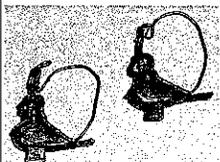
Total Number of Objects: 148

No.	Sec.	Image	Country	Title	Medium	Object Dimensions (cm)	Object Dimensions (in)	Date	Cat. #	Acc. #	Loc	Panel
85	13		American	Turquoise necklace with cross	Turquoise	H: 38.50 cm	15 3/8	early 20th Century		57.1000	LM	5.21
86	13		American	Necklace with Turquoise	Turquoise	H: 25.50 cm	10 2/8	early 20th Century		57.992	LM	5.22
87	13		American	Bracelet	Silver, Turquoise	H: 5.2 cm, W: 7.8 cm, D: 3 cm		early 20th Century		57.998	LM	
88	13		American	Bracelet	Silver, Turquoise	H: 5.6 cm, W: 7.1 cm, D: 4.8 cm		early 20th Century		57.999	LM	
89	13		American	Bracelet	silver	H: 3.2 cm, W: 6.7 cm, D: 5.5 cm		early 20th Century		57.997	LM	
90	14		American	Crocodile Brooch	Green enamel, pearl, stones	H: 3 cm W: 4.5 cm	1 6/8	20th century		57.2236	LM	
91	14		American (maker: Tiffany and Co.)	Pendant Watch	Gold, enamel, diamond, pearls	H: 6.07 cm ; w: 4.2m cm; D: 3.6 cm	2 3/8	20th century		58.280	LM	

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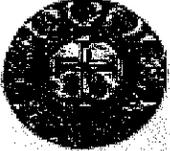
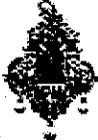
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Total Number of Objects: 148

No.	Sec.	Image	Country	Title	Medium	Object Dimensions (cm)	Object Dimensions (in)	Date	Cat. #	Acc. #	Loc	Panel
92	14		European	Aquamarine Pendant	Zircon-cut aquamarine, platinum, gold, rose-cut diamonds	5.8 x 3.2 cm	2 3/8	19th–Early 20th century		1998.24	LM	
93	14		French or American	Evening Bag	Gold, sapphires, diamonds	Bag: H:11.5 cm W: 18.5 cm; With Handle: H: 26 cm		Early 20th century	NCat. p. 63	57.2204	LM	5.23
94	14		American (maker: Tiffany and Co.)	Diamond Necklace	Diamonds, gold, platinum	L. 18.6 cm	7 4/8	ca. 1904	NCat. p. 61	57.2121	OV	5.24
95	14		American (maker: Tiffany and Co.)	Iris Corsage Ornament	Gold, oxidized silver, platinum, sapphires, topaz, diamonds, demantoid garnets	H. 6.9 cm (blossom); L. 24.1 cm (w/ stem)	2 6/8	ca. 1900	cat. # 698 / NCat. p. 58	57.939	OV	
96	14		French (maker: R. J. Laliqne)	Pansy brooch	Gold metal, plique-a-jour enamel, glass, sapphire	8.1 x 13.9 cm	3 2/8	ca. 1903	cat. # 707 / NCat. p. 62	57.943	OV	
<b>SECTION 6: FORGERIES/REPLICAS</b>												
97	15		Greek/Forgery?	Pair of earrings with sirens?	Gold	H. 3.5 cm	1 3/8	century B.C.		57.1491 / 57.1492	LM	
98	15		Egyptian / Forgery?	Belt	Gold	L:104 cm	41 5/8	Ptolemaic (?)		57.508	LM	6.25

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99	15		Egyptian / Forgery?	Necklace	Gold	L: 55.8 cm D: 20.5 cm		Ptolemaic (?)		57.501	CNS	6.25
100	15		Roman	Necklace	Gold, garnet	L. 38 cm	15 1/4	2nd century A.D.(?)		57.538	LM	
101	15			Byzantine-style dress ornament	Gold, enamel	H. 6.6 cm	2 5/8	19th century?	cat. # 419	44.304	CNS	
102	15		Italian	Renaissance-style pendant: Chained Monkey	Gold, enamel, gemstones	H:		19th century		44.487	LM	
103	15		German	Renaissance-style pendant: Judith w/ the Head of Holofernes	Gold, enamel, gemstones	H: 5.3 cm	2 1/8	19th century		44.424	CNS	6.27
104	15		German	Renaissance-style pendant: Woman w/ Two Children	Gold, enamel, gemstones	H: 8.1 cm;W: 6 cm	3 2/8	19th century		44.307	CNS	6.27

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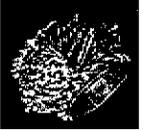
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No.	Sec.	Image	Country	Title	Medium	Object Dimensions (cm)	Object Dimensions (in)	Date	Cat. #	Acc. #	Loc	Panel
105	15		Italian (Venetian)	Renaissance-style pendant (Arion on a dolphin)	Enamel, gold, rubies, diamonds, pearls	6.5 (w) x 9 (h) cm	1 2/8	19th century	cat. # 528	44.309	CNS	6.27

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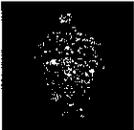
Total Number of Objects: 148

No.	Sec.	Image	Country	Title	Medium	Object Dimensions (cm)	Object Dimensions (in)	Date	Cat. #	Acc. #	Loc	Panel
<b>SECTION 7: RINGS</b>												
<b>Love and Marriage</b>												
106	16		Roman	Clasped hands ring	Gold	W: 2.1 cm D: 1.5 cm Dia: 1.8 cm		3rd century		TL 1985.10.20	LM	
107	16		Early Byzantine	Marriage Ring with clasped hands	Gold	1.6 cm x 2.2 cm, D. 2.3 cm	5/8	6th century	cat. # 456, 8 NKat. p. 31	57.1715	OV	
108	16		Roman	Wedding Ring w/ Latin inscription "Live Sweetly" and Greek inscription "Good Luck"	Gold, two cameos	H. 2 cm; W. 1.5 cm	6/8	3rd-4th century	cat. # 355, 5	57.1824	LM	
109	16			Ring w/ inside inscribed in Italian "For love thou was and for love I wear thee", Arabic inscription on stone	Gold, sapphire set bezel	H: 3.1 cm Dia: 2.6 cm Bezel Dia: 1.1 cm		late 14th century		TL 1985.10.46	LM	
110	16		Middle or Eastern European	Jewish marriage rings	Gold, blue enamel	H. 3.6 cm, D. 2.7 cm	1 4/8	17th-18th century	NCat. p. 43	TL.1985.10.14 2	LM	
111	16		Middle or Eastern European	Jewish marriage ring	Enamel	W: 1.4 cm Dia: 3.2 cm		17th-18th century		IL 2001.10.6	LM	
112	16		Middle or Eastern European	Jewish marriage ring	Gold, blue enamel	H. 4.6 cm, D. 2.7 cm	1 7/8	17th-18th century	NCat. p. 43	IL.2001.10.7	LM	
113	16		German?	Gimmel Ring with Memento mori figures hidden in cavities	Gold, ruby, diamond	H. 2.6 cm, D. 2.2 cm	1	1631	NCat. p. 42	TL.1985.10.66	OV	
114	16			Ring w/ "GM" cipher	Gold, silver, rose diamonds, enamel	Bezel: W: 2.1 cm H: 1.1 cm Dia: 2.1 cm		ca. 1740		IL.2001.10.3	LM	

**Death**

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No.	Sec.	Image	Country	Title	Medium	Object Dimensions (cm)	Object Dimensions (in)	Date	Cat. #	Acc. #	Loc	Panel
115	17			Locket ring w/ death's head bezel resting on crossbones	Gold	D: 2.3 cm		1650		IL 2001.10.1	LM	
116	17			Ring w/ death's head bezel	Gold, enamel, diamonds	#96: 2.2 (D) #95: 2.1 (D)		17th century		TL.1985.10.95 and TL.1985.10.96	LM	
117	17			Ring w/ funerary urn	Gold, silver, diamonds	Urn: 2.2 cm H: 1.8 cm; Dia:		ca. 1760		IL 2000.5.2	LM	
118	17			Ring w/ funerary urn	Gold, silver, diamonds, enamel	Bezel: 2.8 cm L: 2.9 cm Dia:		ca. 1780		IL.2001.10.4	LM	
119	17			Ring commemorating General Huske	Gold, enamel	Dia: 2 cm		1751		TL.1985.10.115	LM	
120	17			Ring commemorating Frances Atkinson	Gold, enamel, diamonds	Bezel Dia: 1.1 cm; D: 1.8 cm		1762		IL 2000.5.3	LM	
121	17			Ring commemorating Jane Allen	Gold	Dia: 2.1 cm		1799		TL 1985.10.117	LM	
122	17		English	Memorial Ring commemorating the Burnley siblings	Gold, enamel, pearls	H. 2.2, D. 2 cm	7/8	ca. 1804-1805	cat. # 635, 19 NCat. p. 51	44. 528	LM	
123	17			Ring commemorating Colonel Thompson, killed at Waterloo	Gold	Bezel H: 1.3 cm Dia: 2.2 cm		1815		TL.1985.10.118	LM	
124	17		American	Ring w/ figure of Hope beside her anchor	Gold	Bezel L: 2.4 cm Dia: 2.6 cm		1820		57.1875	LM	

**Signet Rings—Status, Loyalty, Protection, and Faith**

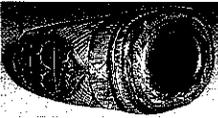
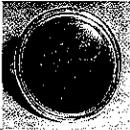
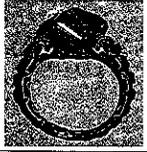
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125	18		Egyptian	Signet of Akhnaten	Gold	W.: 2.20 cm	7/8	1370 BC	cat. # 125	57.1471	LM	
126	18		Greek, Hellenistic	Ring with the head of Athena	Gold	2.3 x 2 cm, D. 2.4 cm	7/8	3rd century BC	cat. # 277 / NCat. p. 20	57.1027	LM	
127	18		Hellenistic	Ptolemaic Queen	Garnet set in gold ring	H.: 1.90 cm, W.: 1.70 cm	6/8	3rd-2nd century BC		42.1106	LM	
128	18		Roman	Intaglio of Dionysus	Gold with carnelian	H.: 2.60 cm	1	3rd century AD	cat. # 352	57.1114	LM	
129	18		Early Byzantine	Ring with Nike intaglio	Gold, nicolo (onyx), niello	2 cm x 4.5 cm; D. 3.2 cm	6/8	4th century A.D.	cat. # 425 / NCat. p. 28f.	57.542	LM	
130	18		Byzantine (Egypt?)	Ring with Ascension Scene	Gold, niello	dm. hoop 2.3 cm; h. 2.8 cm Bezel: h. 1.6 ; w. 1.4 cm		6th century	cat. # 427	45.15	LM	
131	18		Byzantine	Seal Ring	Gilded silver, niello	1.3 x 2.3 cm, D.: 2.4 cm	4/8	9th-10th century	cat. # 429 / NCat. p. 30	57.1053	OV	
132	18		Byzantine	Intaglio of Pan	Gold, carnelian	H.: 2.60 cm, W.: 1.20 cm	1	12th century	cat. # 430	57.1580	LM	

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133	18		Italian (Rome)	"Papal" ring	Gilded bronze	H. 4 cm, D. 2.6 cm	1 5/8	1408-1431	cat. # 575 / NCat. p. 36	54.434	LM	
134	18		Post-Classical	Intaglio of John the Baptist		Bezel dia: 2.1 cm Dia: 1.9 cm	0	17th century	cat. # 555	57.1795	LM	
135	18			Ring with Figure of Perseus	Gold against dark iron	H.: 1.20 cm, W.: 1.80 cm, Bezel H.: .813 in	4/8	18th century	cat. #647	42.1220	LM	
136	18		French	Cameo ring with Marie Antoinette and the Dauphin	Gold, silver, diamonds, sardonyx	H. 1.9 cm, D. 1.7 cm	6/8	Late 18th century	cat. # 641 / NCat. p. 51	57.1787	LM	
137	18		French	Ring with Renaissance Style Portrait of a Woman	Gold, Enamel	D. 1.9 cm, H.: 1.30 cm	6/8	19th century	cat. # 688	57.1779	LM	
<b>History of the Diamond Ring</b>												
138	19		European	Diamond Ring with Enamel	Gold, enamel, diamonds, rubies	Dia: 2.9 cm		16th century		TL.1985.10.14 1	LM	
139	19		European	Diamond Ring with Enamel	Gold, enamel, diamonds	D. 1.8 cm	6/8	16th century	cat. # 570	44.480	LM	
140	19		European	Diamond Ring with Enamel	Gold, enamel, diamond	H. 2.4 cm, D. 2.3 cm	1	16th century	cat. # 571 / NCat. p. 41	44.313	LM	

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141	19		French	Ring with floral sprays	Gold, silver, pink and white diamonds	H. 4.4 cm; Dia. 1.9 cm	1 6/8	Late 18th century	cat. # 622	57.1774	OV:CH S227.7	7.28
142	19		English (?)	Ring with floral sprays	Gold, silver, enamel, diamonds	H. 3.3 cm, D. 1.7	1 3/8	Late 18th century	cat. # 627 / NCat. p. 50	57.1776	OV:CH S227.14	7.28
143	19		French	Ring with celestial motif	Gold, silver, enamel, diamonds	H. 2.7 cm, D. 1.8 cm	1 1/8	Late 18th century	cat. # 633 / NCat. p. 50	57.1792	LM	7.28
144	19		French	Ring with celestial motif	Gold, silver, enamel, diamonds	H: 1.7 cm, D. 1.9 cm	5/8	Late 18th century	cat. # 630	57.1763	LM	7.28
145	19		French	Ring with celestial motif	Gold, silver, blue enamel, diamonds	H. 3.1 cm, D. 1.6 cm	1 2/8	Early 19th century	cat. # 637 / NCat. p. 50 (57.1789)	57.1756	LM	7.28
<b>PAINTINGS</b>												
146			French	Pierre Hubert Subleyras (1699-1749): Portrait of a Lady	Oil on canvas	118.5 x 86 cm	46 5/8	17th century		37.260	OV	

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Total Number of Objects: 148

No.	Sec.	Image	Country	Title	Medium	Object Dimensions (cm)	Object Dimensions (in)	Date	Cat. #	Acc. #	Loc	Panel
147			German (Munich)	Studio of Joseph Karl Stieler (1781-1858): Portrait of Queen Therese of Bavaria (1792-1854)	Oil on canvas	67.7 x 54.6 cm	26 5/8	ca. 1825-26	NCat. p. 11	37.1833	LM	
148			Spanish	Portrait of the Infanta Maria Ana Victoria De Borbon	Oil on canvas	74 x 60.3 cm	29 1/8	1722		37.865	LM	

**Attachment II**  
**Payment Schedule and Estimated Pro-Rated Expenses**

<b>DUE</b>	<b>Signing of contract</b>	<b>4 mo. Before opening</b>	<b>2 mo. Before opening</b>	<b>Opening Date</b>	
		11/27/2009	1/27/2010	3/27/2010	
<b>TYPE</b>	1/2 Participation Fee	1/2 Est. Shared Expenses	Balance Est. Shared Expenses	Balance Participation Fee	
<b>AMOUNT</b>	\$ 50,000.00	\$ 18,500.00	\$ 18,500.00	\$50,000.00	

### **Attachment III Security**

The Exhibitor will take all reasonable measures to ensure the security of the Exhibition while at its premises, including, at a minimum, the following:

1. Guard coverage and protection from the dangers of fire, smoke, water damage, loss, theft, and vandalism will be maintained 24 hours a day while the Works are on the Exhibitor's premises. All guards and security personnel shall be permanent members of the Exhibitor's security coverage.
2. Constant electronic security monitoring and regular patrols by security personnel will be in place; at least one guard will be deployed in each gallery at all times during public hours; guards will conduct evening/night patrols hourly if electronic coverage is inadequate in the opinion of the Organizer.
3. All entrances into the Exhibition galleries shall be secured and alarmed when the Exhibition is closed to the public.
4. All intrusion alarms shall be monitored every 24 hours to verify that they are operating properly; non-working alarms shall be immediately restored to service or the Exhibitor will provide alternative security, such as guards, until the alarms are restored to service.
5. Gallery alarms must report to a facility that is staffed 24 hours a day; guards who patrol the Exhibition and the Exhibitor's premises at night must be in radio or telephone contact with this facility at all times.
6. Alarms for individual Works will be used if used elsewhere at the Exhibitor's facility.
7. All alarms and monitoring devices shall have a back-up power supply that will maintain the operation of these units for a minimum of 4 hours.
8. Security screws must be used for hanging all Works unless otherwise indicated by the Organizer.
9. Vitrines are required for all three-dimensional objects unless otherwise indicated by the Organizer. Vitrines must be locked or secured with security screws. Alarms may be required for particular objects as indicated by the Organizer.
10. No visiting copyists or students are permitted to work in the Exhibition galleries with wet media.
11. No eating, drinking, or smoking will be allowed in any Exhibition galleries.

**Attachment IV**  
**Photographs and Publicity**

1. The Organizer will provide a selection of high resolution images to the Exhibitor for use in promotional and educational materials for the Exhibition. Costs for these materials will be part of the estimated shared expenses, but the costs for any new or additional photographic material requested by the Exhibitor will be borne solely by the Exhibitor.
2. Photographs provided by the Organizer and approved for promotional and educational reproduction must be accompanied by full documentation including ownership credit. The copyright designation (where relevant) must be printed immediately under or beside the reproduction. Documentation should include artist's name, title of Work, date, medium, size, and lender credit. The Exhibitor will provide this information to news media.
3. At the close of the Exhibition, the Exhibitor will send the following materials and information (the Publicity Report) to the attention of the Organizer's Head of Traveling Exhibitions (the costs of supplying the report will be borne by the Exhibitor) no later than 60 days after the Exhibition closes at the Exhibitor's location:
  - a. Attendance figures for the Exhibition;
  - b. One set of installation photographs documenting the Exhibition on the Exhibitor's premises;
  - c. Two copies of press clippings of reviews and articles about the Exhibition from newspapers and magazines;
  - d. One copy of each print ad;
  - e. One copy of each videotape or cassette tape produced by the Exhibitor for use by local media in publicizing the Exhibition;
  - f. One copy of each television or radio program in which the Exhibition received coverage, if the Exhibitor has obtained copies of such for its own use;
  - g. Addresses of any Web sites where information and/or images relating to the Exhibition has been posted;
  - h. An outline or checklist of the publicity obtained for the Exhibition; and
  - i. Any other similar relevant material relating to the Exhibition and the publicity for the Exhibition.

**Attachment V**  
**CASE CONSTRUCTION REQUIREMENTS**

**General Construction Notes:**

1. Newly constructed exhibit cases must be allowed to air for at least two weeks before art objects are installed.
2. If cases are made from wood products (see below), the wood must be sealed.
3. All cases that will hold organic or environmentally sensitive materials (ie-archaeological bronzes) must incorporate a sealed sub-deck storage cavity for silica gel (cavity should not be any larger than necessary to hold silica gel, a 6" deep cavity should be adequate). There must be an air flow path between silica gel cavity and display area within vitrine enclosure (preferably 1/2" reveal around perimeter on deck, below fabric). The need for silica gel cases will be determined by the Organizer on a case by case basis. *Note: it is essential that any exposed wood in the silica gel cavity be sealed.*
4. If the case will hold silver objects, the case design should include space for silver cloth, activated charcoal, zeolites or other sulfide scavenger or inhibitor. (This can be placed beneath a deck fabric and or in the gasket well and or within the silica cavity.)
5. No materials containing or producing sulfur, organic acid or other corrosive pollutants may be used within the display case.
6. To Allow Organizer sufficient time to acclimatize cases, each venue must notify WAM conservators if objects will be displayed in cases attached to exterior walls.

**The following materials may be used for case construction:**

**I. Wood- based case construction (this requires sealant procedures below)**

**A. Case Material Choices**

1. Medex (medium density board with formaldehyde-free adhesive)- no other plywood substitutions. Must be sealed (see list below).
2. Basswood or poplar.

**B. Sealant System for case pedestals**

1. Part 1: Sealer/Primer- shellac based primer that contains significant amounts of titanium dioxide pigment, aluminum, and/or charcoal. *Note: all wood must be sealed with at least two coats and allowed to dry 1-2 weeks before further painting is done.*

AND

2. Part 2: Paint- acrylic latex paints (emulsion), exterior or interior, No oil paint is permitted.

- C. Sealant System for silica gel cavities, decking or any wood products within vitrine
1. Part 1: Sealer/Primer- shellac based primer that contains significant amounts of titanium dioxide pigment, aluminum, and/or charcoal. *Note: all wood must be sealed with at least two coats and allowed to dry 1-2 weeks before further painting is done.*

AND

2. Part 2: Paint- acrylic latex paints (emulsion), exterior or interior, No oil paint is permitted.

OR

3. Marvelseal (for Medex cases and existing cases)

## **II. Non Wood-based Case Construction (these materials do not require sealing but may be painted or covered with approved fabric)**

### A. Case material choices

1. Polyester/aluminum board or polyethelen/aluminum board. Some trade names are Apolic, Dibond and Alucobond.
2. Sintra- a closed cell polyvinyl chloride product without plasticizers.

## **III. General Materials**

- A. Glue- acrylic based glue; aliphatic resin woodworkers glue for cabinets; Archival hot glue; 3M brand Spray 77 for fabric.
- B. Caulking- neutral cure silicone; Dow Corning brand 739 silicone. No acetic acid curing caulk permitted.
- C. Gasketing- Clean Seal brand adhesive backed silicone gasket.
- D. Fabric- Conservation quality fabrics from Test Fabrics + Benchmark may be used. Other fabrics need to pass Oddy Test and results must be submitted to WAM conservators.

## **IV. Environmental Controls**

- A. Buffering Agents- One convenient form of silica gel can be purchased from Art Preservation Services ([www.appnyc.com](http://www.appnyc.com)). It is called RHapid PAK silica gel and is available in ½ lb. bags pre-conditioned to a range of different relative humidities. Information on their website can be used to calculate the amount necessary per cubic volume of airspace.
- B. Pollutant Scavengers
  1. Pacific Silver Cloth- used as a scavenger for sulfurous gases that tarnish silver and other metals.
  2. Activated Charcoal- used as a scavenger for sulfurous gases and a range of organic acid vapors produced by wood products.
- C. Lighting
  1. Exposure to ultraviolet light (sources include daylight, indirect daylight, unfiltered fluorescent light and some incandescent light) must be kept as low as possible. Fluorescent light sources may be used ONLY if installed with new UV filter or active built in filter.
  2. No light source may be placed inside an exhibition case or positioned in

contact with the exhibition case. Fiber optic lights are acceptable within a case ONLY if they are operated with a remote light source. LED lights are acceptable. UV filtered, cool fluorescent lights are acceptable within a case ONLY if the ballast for the lamp is outside the case. Use of light boxes with cooling fans over the display cases may be acceptable upon review of recording data that demonstrates temperature stability during a 24-hour cycling of lights within the actual case environment.

3. Different materials require different lighting levels (see specific guidelines in Exhibition Agreement).

Revised 4-9-2008.