

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

DEPARTMENT: Museums and Cultural Affairs

AGENDA DATE: Consent Agenda for December 14, 2010

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 The Dixon Gallery and Gardens, for an exhibition known as "Monet to Matisse: French Masterworks from the Dixon Gallery and Gardens" to be displayed at the El Paso Museum of Art from March 6, 2011 through May 29, 2011 in the amount of ONE HUNDRED THOUSAND DOLLARS AND NO/100 (\$100,000.00) for the participation fee.

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 engages in the leasing of exhibitions from Museums across North American that requires contracts to be signed between the lender and borrower outlining costs. These contracts will allow the El Paso Museum of Art to bring to the City of El Paso an exhibition of 30 paintings by world recognized French Impressionists, none of whom are represented in the collections of the City of El Paso. The exhibition will cost the El Paso Museum of Art \$100,000 in lease fee, which is inclusive of roundtrip transportation of the art, copyrights for Marketing, catalogues, carriers and incidental fees. The exhibition will open on March 6 and close May 22, 2011 and is the featured exhibition honoring the Museums 50th Anniversary and its ability to meet its mission to educate the public about the art of Europe. The benefits to the City are many, the most critical of which is the exposure to one of the most important Modern Art movements in the history of art.

PRIOR COUNCIL ACTION:

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

A similar Resolution was adopted by El Paso City Council on November 3, 2009, which allowed the City Manager to sign contracts between Walters Art Museum, Baltimore, Maryland, and the El Paso Museum of Art by and through the City of El Paso to bring to the community, Bedazzled: 5000 Years of Jewelry.

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?

Museum of Art Restricted Funds, 54154001, 07403, G540703, generated from private fundraising. No funds will be used from the General Fund to support this contract.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A
N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

(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 **The Dixon Gallery and Gardens**, for an exhibition known as “**Monet to Matisse: French Masterworks from the Dixon Gallery and Gardens**” to be displayed at the El Paso Museum of Art from March 6, 2011 through May 29, 2011 in the amount of **ONE HUNDRED THOUSAND DOLLARS AND NO/100 (\$100,000.00)** for the participation fee.

ADOPTED this _____ day of _____, 2010.

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

EXHIBITION AGREEMENT

This Exhibition Agreement (the "Agreement") is made by and between The Dixon Gallery and Gardens, 4339 Park Avenue, Memphis, Tennessee 38117 (the "Organizer") and the City of El Paso, a Texas municipal corporation by and through its accredited art museum, the El Paso Museum of Art, One Arts Festival Plaza, El Paso, Texas 79901 (the "Exhibitor").

The Organizer has assembled an exhibition entitled "Monet to Matisse: French Masterworks from the Dixon Gallery and Gardens" (the "Exhibition"). The Exhibitor agrees to display the Exhibition in accordance with the following terms and conditions:

I. The Exhibition

The Exhibition consists of those works of art listed in Attachment I (a "Work" or "Works"). The Organizer reserves the right to withdraw a Work or Works from the Exhibition at any time for any reason, however such withdraw shall not unreasonably decrease the value of the Exhibit. 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.

II. Exhibition Schedule

Locations: El Paso Museum of Art Dates: March 6, 2011 – May 29, 2011

Any proposed change in an Exhibition location or date of showing must be approved by the Organizer in writing at least 90 days before the Exhibition opens at that location.

III. Financial Arrangements

- A. The Exhibitor agrees to pay a participation fee of one hundred thousand dollars (\$100,000.00) to the Organizer, of which one-half, fifty thousand dollars (\$50,000.00), is payable upon signing this Agreement, and the balance is payable on the opening of the Exhibition at the Exhibitor's location. The Organizer will invoice the Exhibitor for each payment. Payment shall be made to The Dixon Gallery and Gardens by check or other means agreed upon by the Organizer and the Exhibitor within 30 days of receipt of such invoice. The participation fee includes all costs for crating, shipping to and from the Exhibitor, and courier costs.
- B. The Exhibitor will bear all local costs incurred in presenting the Exhibition, including, but not limited to, on-site insurance coverage of the Works; promotion, publicity, unpacking and repacking the Works on the Exhibitor's premises, installation costs, storage on the Exhibitor's premises (if necessary), educational programs, entertainment and receptions.
- C. 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").

IV. Credits and Acknowledgements

- 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 Dixon Gallery and Gardens

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, such acknowledgement 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.

V. Packing and Shipping

- A. The Organizer's Registrar will make all arrangements for shipping of the Exhibition to and from the Exhibitor. The cost of packing and shipping of the Exhibition is included of the participation fees (see above). The Organizer's courier will accompany the Exhibition during its travel. The Registrars of the Organizer and the City through the director of the Museum of Art or a designee 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.
- B. The Exhibitor agrees to accept delivery of the Exhibition directly into a secure, climate-controlled area on its premises, where the Organizer's courier will inspect the delivered Exhibition materials. The Exhibitor will provide competent packers for unpacking and repacking the Exhibition. Unpacking will not take place until 24 hours after delivery. The Exhibitor agrees to store crates and packing materials for the Exhibition in climate controlled areas meeting the temperature and humidity standards set forth in Section VIII, below.
- C. The Exhibitor agrees to deinstall and have the Exhibition packed and ready for shipping after the Exhibition closes, according to the mutually agreed-upon schedule. Deinstallation and repacking will take place promptly after the Exhibition closes, under the supervision of the Organizer's courier. All the Works must be repacked in their original or similar wrapping materials. No changes in packing systems or materials may be made without the prior written approval of the Organizer.
- D. 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 courier and an authorized member of the Exhibitor's staff at the time of unpacking and immediately prior to repacking.
- B. While on the exhibitor's premises, the Works will be checked regularly 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. If any Work is discovered to be in unstable or otherwise in 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, 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 901-761-5250. If the Organizer's Registrar cannot be reached immediately, the Exhibitor will then notify the Organizer's Preparator or Director at 901-761-5250. In any such event, the Exhibitor will comply with the instructions of authorized Organizer staff with respect to the affected Work.
- E. Any damage done 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 901-682-0943 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.

VII. Installation

- A. The Exhibition must be installed in accordance with the Organizer's reasonable specifications, which will be provided to the Exhibitor in advance of its receipt of the Exhibition.
- B. The Works must be exhibited in the frames supplied and will be provided with hanging devices that may not be removed or repositioned. The exhibitor may not affix other types of hanging devices to the Works, without written authorization from the Organizer.
- C. The Exhibitor will be responsible for and bear all expenses of the installation of the Exhibition, including, but not limited to, the following: construction, exhibition furnishings and furniture, lighting, and graphics. Installation of the Works will not take place until all construction and painting activities in the Exhibition galleries have been completed. The Organizer will provide a checklist and other manuscript materials on computer disk, which will be used by the Exhibitor to produce its own object and introductory/explanatory text labels in its preferred format. The content of the Exhibition texts, however, may not be altered or revised by the Exhibitor without the written permission of the Organizer.

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 will be maintained in the range of 45 to 55%. There must not be more than a 5% fluctuation in relative humidity during a 24-hour period.
- C. A stable temperature will be maintained between 68°F and 72°F.
- D. The Exhibitor will not allow any Works to be exposed to sunlight or fluorescent lights (unless the fluorescent fixtures have been fitted with ultraviolet fixtures) or excessive light levels. Light levels should not be more than 15 foot-candles (150 lux).

IX. Security and Safety

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. The Organizer will arrange for the security of the works during transit and the Exhibitor agrees to cooperate with the Organizer for this purpose. 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 II, 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 in transit will be provided by the Organizer, under its own Fine Arts Insurance Policy. 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 will provide on-site insurance coverage for the Exhibition while at the Exhibitor's premises and will provide the Organizer with a Certificate of Insurance naming the Organizer an Additional Insured under such coverage. Such coverage shall be in such amounts and subject to such conditions as are reasonably satisfactory to the Organizer.
- C. 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. The Organizer shall provide the Exhibitor with a suggested press release and digital images of works from the exhibition specifically for use in promotional articles, pamphlets, entrance tickets, advertising, the Exhibitor's website, and other similar promotional and educational material relating to the Exhibition, as well as for television programs reviewing or discussing the Exhibition.
- B. If any of the above contain images of objects in the exhibition, a complete credit line for each object shall appear next to the image. Documentation should include artist's name, title of Work, date, medium, size and lender credit. All reproductions of works in the exhibition used for publicity purposes must represent the entire work unaltered by cropping, overprinting, superimposing, or coloring. If the use of a detail is desired, please contact the Communications Department (901-761-5250 ext. 118) for permission; and the work should then be noted as a detail.
- C. Exhibitor may photograph works only for publicity and educational purposes directly associated with the Exhibition. Filming 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. Photography for sales or profit purposes is prohibited, as is photography by public visitors to the Exhibition.

- D. All invitations, announcements, posters, press releases and promotional matter related to the exhibition shall include the following credit line: "Organized by the Dixon Gallery and Gardens" as well as the full title of the Exhibition as set forth on page 1 of this agreement.
- E. At the close of the Exhibition, the Exhibitor will send the following materials and information (the Publicity Report) to the attention of the Communications Director no later than 60 days after the Exhibition closes at the Exhibitor's location (the costs of supplying the report will be borne by the Exhibitor):
- a. Attendance figures for the exhibition
 - b. Two sets of installation photographs (minimum of five [5] views) documenting the Exhibition on the Exhibitor's premises;
 - c. Two copies of each piece of printed matter produced by the Exhibitor in connection with the Exhibition, such as publicity posters, brochures, checklists, press releases, invitations, and any other material relating to the Exhibition;
 - d. Two copies of each print ad;
 - e. Two copies of press clippings of reviews and articles about the Exhibition from newspapers and magazines;
 - f. One copy of each DVD produced by the Exhibitor for use by local media in publicizing the Exhibition;
 - g. 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;
 - h. Addresses of any websites where information and/or images relating to the exhibition has been posted;
 - i. An outline or checklist of publicity sought or obtained for the Exhibition; and
 - j. Any other similar relevant material relating to the Exhibition and the publicity for the Exhibition.

XII. Catalogues and Sales Materials

- A. Five hundred (500) copies of the exhibition booklet will be provided to the Exhibitor as part of the exhibition fee. Additional copies may be purchased from the organizer for a purchase price to be negotiated between the Organizer and the city through the Director of the Museum of Art or a designee.
- B. Arrangements, if any, with respect to reproductions of, or other products relating to, the Works will be the subject of a separate agreement.

XIII. Right of Cancellation; Force Majeure

- A. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination. In the event that, less than 3 (three) months before the scheduled opening of the Exhibition at the Exhibitor's location, the Exhibitor must terminate the Exhibition for any 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 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.

- B. In no event will the Organizer be held responsible, nor will the Exhibitor be relieved of its responsibility to pay the participation fee, if inclement weather, earthquakes, accidents, riot, strikes, or other similar acts over which the Organizer has no control, prevent the delivery of the Exhibition or portions of the Exhibition as scheduled.

XIV. Disputes; Limitation of Liability and Indemnification

- A. Both the Organizer and the Exhibitor agree to use the 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 of voluntary mediation, no resolution of the dispute has occurred, then the parties agree that the dispute shall be resolved in Memphis, before a panel of three (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. Except to the extent that the Organizer or its representatives are negligent, to the extent permitted by the laws of the State of Texas, the Exhibitor agrees to hold harmless, indemnify, and defend the Organizer from and against all claims, damages, losses and expenses including, but not limited to, reasonable attorney's fees and disbursements, asserted against or suffered by the Organizer in connection with or arising out of this Agreement or the Exhibition or the showing of the Exhibition at the Exhibitor's location.
- C. 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 shall 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 supercedes 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

To the extent permitted by the laws of the State of Texas, this Agreement shall be governed by and construed, enforced, and performed in accordance with the laws of the State of Tennessee without regard to conflicts of law principles.

XVII. Legal Proceedings; Seizure

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 a subpoena, complaint, or any other legal action or claim of ownership or right to possession be served on, asserted, or commenced against the Exhibitor or the Organizer or any of the Works, seeking to attach, obtain possession of, or seize any Work in the Exhibition, the Exhibitor agrees, to the fullest extent allowed by law, to resist such attachment or seizure and to defend itself and the Organizer and the lender, if any, of such Work, against such action or claim and, in any event, to take all steps lawfully available to the Exhibitor 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. The following persons are the staff members of the Organizer and of the Exhibitor to whom inquiries and questions relating to this Agreement should be directed:

	EXHIBITOR	ORGANIZER
Exhibition Management	_____ _____ _____ _____	Kevin Sharp, Director 901-761-5250 fax: 901-682-0943 ksharp@dixon.org
Financial	_____ _____ _____ _____	Gail Hopper, Controller 901-761-5250 fax: 901-682-0943 ghopper@dixon.org
Curator	_____ _____ _____ _____	Julie Pierotti, Assistant Curator 901-761-5250 fax: 901-682-0943 jpierotti@dixon.org

Registrar _____

Neil W. O'Brien, Registrar
901-761-5250
fax: 901-682-0943
nobrien@dixon.org

**Publications
(Catalogues/Brochures)** _____

Terri Jones, Graphic Designer
901-761-5250
fax: 901-682-0943
tjones@dixon.org

Publicity _____

Emily Halpern, Associate Director of
Communications
901-761-5250
fax: 901-682-0943
ehalpern@dixon.org

B. 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 Kevin Sharp, Director

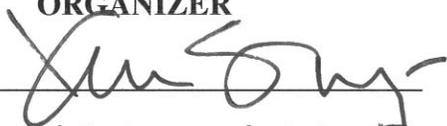
if to the Exhibitor, to _____

C. 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.

ORGANIZER

By: 

Name: KEVIN SHARP

Title: DIRECTOR

Date: 8 December 2010

(Signatures continue on the next page)

EXHIBITOR: City of El Paso

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

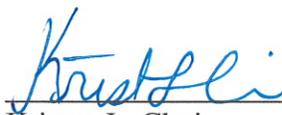
Date: _____

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**

1. Jean-Baptiste Camille Corot
(French, 1796 – 1875)
The Paver of the Chailly Road, Fontainebleau, c. 1830-35
Oil on canvas
11 ¾ x 16 ¾ inches



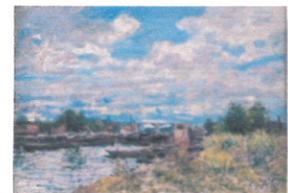
2. Henri Fantin-Latour
(French, 1836 – 1904)
Still Life, 1869
Oil on canvas
18 x 14 ½ inches



3. Claude Monet
(French, 1840 – 1926)
Village Street, c. 1869-71
Oil on canvas
16 ¼ x 25 inches



4. Alfred Sisley
(French, 1839 – 1899)
The Seine at Billancourt, c. 1877 – 78
Oil on canvas
15 x 21 ½ inches



5. Jean-François Raffaelli
(French, 1850 – 1924)
The Place d'Italie after the Rain, 1877
Oil on canvas
15 x 22 ¼ inches



6. Stanislas-Victor-Edouard Lépine
(French, 1835 – 1892)
The Island of La Grand Jatte in Summer, c. 1877 – 82
Oil on canvas
18 x 22 inches



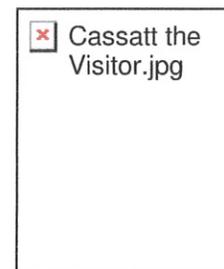
7. Alfred Sisley
 (French, 1839 – 1899)
The Quay of the Seine during Snow Season, 1879
 Oil on canvas
 14 $\frac{3}{4}$ x 18 inches



8. John Singer Sargent
 (American, 1856 – 1925)
Ramón Subercaseaux in a Gondola, 1880
 Oil on canvas mounted on panel
 14 $\frac{1}{2}$ x 21 $\frac{5}{8}$ inches



9. Mary Cassatt
 (American, 1845 – 1926)
The Visitor, c. 1880
 Oil on canvas
 27 $\frac{1}{4}$ x 22 $\frac{1}{2}$ inches



10. Claude Monet
 (French, 1840 – 1926)
Port of Dieppe, Evening, 1882
 Oil on canvas
 27 $\frac{1}{4}$ x 28 $\frac{3}{4}$ inches



11. Pierre-Auguste Renoir
 (French, 1841 – 1919)
The Wave, 1882
 Oil on canvas
 21 $\frac{3}{8}$ x 25 $\frac{3}{4}$ inches



12. Henri de Toulouse-Lautrec
 (French, 1864 – 1901)
Dancer Seated on a Pink Divan, c. 1883
 Pastel on paper
 18 $\frac{3}{4}$ x 14 $\frac{1}{4}$ inches



13. Edgar Degas

(French, 1834 – 1917)

Dancer Adjusting Her Shoe, 1885

Charcoal and pastel on paper

19 x 24 inches



14. Georges Seurat

(French, 1859 – 1891)

The Picnic, c. 1885

Oil on panel

6 3/8 x 10 inches



15. Paul Signac

(French, 1863 – 1935)

St. Briac, the Cross of the Seamen, 1885

Oil on canvas

12 1/2 x 17 3/4 inches



16. Henri Stanislas Rouart

(French, 1833 – 1912)

Woman Playing the Guitar, c. 1885 – 90

Oil on canvas

23 3/4 x 28 3/4 inches



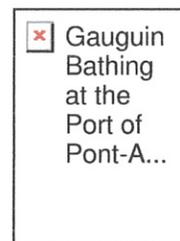
17. Paul Gauguin

(French, 1848 – 1903)

Bathing in Front of the Port of Pont-Aven, 1886

Oil on canvas

31 1/2 x 23 1/8 inches



 Gauguin
Bathing
at the
Port of
Pont-A...

18. Berthe Morisot

(French, 1841 – 1895)

Peasant Girl among Tulips, 1890

Oil on canvas

25 3/4 x 28 3/4 inches



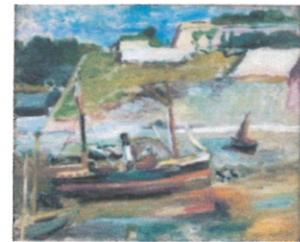
19. Camille Pissarro
 (French, 1830 – 1903)
View from the Artist's Studio at Éragny, 1894
 Oil on panel
 21 ¼ x 25 ½ inches



20. Pierre-Auguste Renoir
 (French, 1841 – 1919)
The Picture Book, c. 1895
 Oil on canvas
 15 ½ x 12 ½ inches



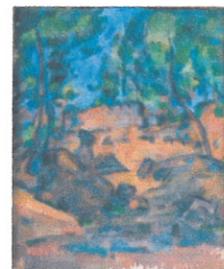
21. Henri Matisse
 (French, 1869 – 1954)
The Palace, Belle Île, c. 1896 – 97
 Oil on canvas
 12 ¾ x 15 ¾ inches



22. Maximilien Luce
 (French, 1858 – 1941)
The Cathedral at Gisors, View of the Ramparts, 1898
 Oil on canvas
 27 ⅞ x 35 ½ inches



23. Paul Cézanne
 (French, 1839 – 1906)
Trees and Rocks near the Château Noir, c. 1900-06
 Oil on canvas
 24 3/8 x 20 ¼ inches



24. Camille Pissarro
 (French, 1830 – 1903)
The Jetty at Le Havre, High Tide, Morning Sun, 1903
 Oil on canvas
 21 ½ x 25 ⅝ inches



25. Henri-Edmond Cross
 (French, 1856 – 1910)
The Little Maure Mountains, 1909
 Oil on canvas
 12 ¼ x 21 inches



26. Pierre Bonnard
 (French, 1867 – 1947)
Woman Picking Flowers, c. 1915
 Oil on panel
 14 ⅝ x 17 ¾ inches



27. Chaim Soutine
 (Lithuanian, 1894 – 1943)
Landscape at Cagnes, c. 1922
 Oil on canvas
 18 ¼ x 21 ⅞ inches



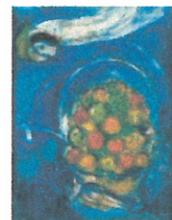
28. Georges Braque
 (French, 1882 – 1963)
Pot of Anemones, 1925
 Oil on panel
 22 ⅞ x 21 ⅝ inches



29. Marc Chagall
 (Russian, 1887 – 1985)
Bouquet of Flowers with Lovers, 1927
 Oil on canvas
 17 ¾ x 12 ¾ inches



30. Marc Chagall
 (Russian, 1887 – 1985)
Dreamer, 1945
 Oil on canvas
 28 ½ x 21 ½ inches



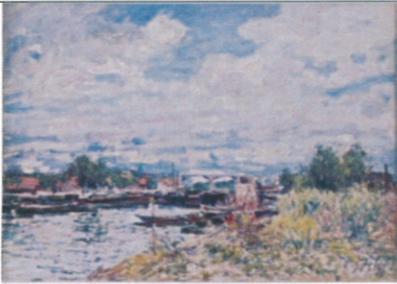
Attachment II Security

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. 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.
2. The Exhibitor will have living guards on the premises from 6:00 AM to 6:00 PM every day of the week except Thursdays, when guards will remain posted until 9:00 PM. Guards will also remain posted anytime the Exhibitor leases the museum for private events. The exhibitor will have six full times guards on duty during the days of the week the museum is open and at least two guards will be on the premises on Mondays when the museum is closed. All guards and security personnel shall be permanent members of the Exhibitor's staff.
3. The Exhibitor will have 24 hour camera surveillance, linked directly to the City of El Paso Police and Fire Departments and to the El Paso Office of Homeland Security. During hours of operation, the surveillance screens will be monitored on site by a guard. At least one guard will be deployed in each gallery at all times during public hours.
4. All entrances into the Exhibition galleries shall be secured and alarmed when the Exhibition is closed to the public.
5. All intrusion alarms shall be checked every evening 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.
6. Gallery alarms must report to a facility (ie: Police Department, Fire Department, or private security company) that is staffed 24 hours a day.
7. Alarms for individual Works will be used if used elsewhere at the Exhibitor's facility.
8. All alarms and monitoring devices shall have a back-up power supply that will maintain the operation of these units for a minimum of four (4) hours.
9. Security screws must be used for hanging small Works.
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 III
Photographs and Publicity

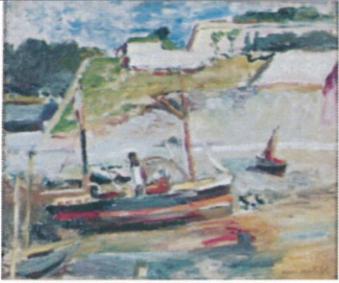
1. The Organizer will provide a selection of high resolution digital images to the Exhibitor for use in promotional and educational materials for the Exhibition, but the costs for any new photography requested by the Exhibitor will be borne by the Exhibitor.
2. Photographs provided by the Organizer and 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. Images reproduced promoting the Exhibition or any other purpose, may not be cropped or bled off the page, printed in any single color other than black, nor may anything be superimposed on the image without submitting a design to the Organizer's Director of Communications for approval. Images used on the Exhibitor's Web site must be watermarked by the Exhibitor before being posted. For review purposes, the Exhibitor must notify the Organizer when such images are posted on the Exhibitor's Web site.

<p>1. Jean-Baptiste Camille Corot (French, 1796 – 1875) <i>The Paver of the Chailly Road, Fontainebleau</i>, c. 1830-35 Oil on canvas 12 ¼ x 17 ¾ inches Collection of the Dixon Gallery and Gardens, Bequest of Mr. and Mrs. Hugo N. Dixon, 1975.2 Insurance value: \$200,000</p>	
<p>2. Henri Fantin-Latour (French, 1836 – 1904) <i>Still Life</i>, 1869 Oil on canvas 18 ½ x 15 inches Collection of the Dixon Gallery and Gardens, Bequest of Mr. and Mrs. Hugo N. Dixon, 1975.29 Insurance value: \$500,000</p>	
<p>3. Claude Monet (French, 1840 – 1926) <i>Village Street</i>, c. 1869-71 Oil on canvas 17 x 25 ½ inches Collection of the Dixon Gallery and Gardens, Gift of Montgomery H. W. Ritchie, 1996.2.7 Insurance value: \$800,000</p>	
<p>4. Alfred Sisley (French, 1839 – 1899) <i>The Seine at Billancourt</i>, c. 1877 – 78 Oil on canvas 15 x 22 inches Collection of the Dixon Gallery and Gardens, Gift of Montgomery H. W. Ritchie, 1996.2.15 Insurance value: \$800,000</p>	
<p>5. Jean-François Raffaelli (French, 1850 – 1924) <i>The Place d'Italie after the Rain</i>, 1877 Oil on canvas 15 x 21 ¾ inches Collection of the Dixon Gallery and Gardens, Museum purchase, 1984.1 Insurance value: \$300,000</p>	

<p>6. Stanislas-Victor-Edouard Lépine (French, 1835 – 1892) <i>The Island of La Grand Jatte in Summer, c. 1877-82</i> Oil on canvas 18 ¼ x 22 ¼ inches Collection of the Dixon Gallery and Gardens, Bequest of Mr. and Mrs. Hugo N. Dixon, 1975.21 Insurance value: \$100,000</p>	
<p>7. Alfred Sisley (French, 1839 – 1899) <i>The Quays of the Seine during Snow Season, 1879</i> Oil on canvas 15 x 18 inches Collection of the Dixon Gallery and Gardens, Museum purchase, 1979.3 Insurance value: \$500,000</p>	
<p>8. John Singer Sargent (American, 1856 – 1925) <i>Ramón Subercaseaux in a Gondola, 1880</i> Oil on canvas 14 ⅝ x 21 ⅝ inches Collection of the Dixon Gallery and Gardens, Gift of Cornelia Ritchie, 1996.2.13 Insurance value: \$2,000,000</p>	
<p>9. Mary Cassatt (American, 1845 – 1926) <i>The Visitor, c. 1880</i> Oil and gouache on canvas 27 ⅞ x 23 ¼ inches Collection of the Dixon Gallery and Gardens, Bequest of Mr. and Mrs. Hugo N. Dixon, 1975.28 Insurance value: \$750,000</p>	
<p>10. Claude Monet (French, 1840 – 1926) <i>Port of Dieppe, Evening, 1882</i> Oil on canvas 23 x 28 ⅜ inches Collection of the Dixon Gallery and Gardens, Gift of Montgomery H. W. Ritchie, 1996.2.7 Insurance value: \$2,000,000</p>	

<p>11. Pierre-Auguste Renoir (French, 1841 – 1919) <i>The Wave</i>, 1882 Oil on canvas 21 ¼ x 25 ½ inches Collection of the Dixon Gallery and Gardens, Museum purchase from Cornelia Ritchie and Ritchie Trust No. 4 provided through a Gift from the Robinson Family Fund, 1996.2.12 Insurance value: \$4,000,000</p>	
<p>12. Henri de Toulouse-Lautrec (French, 1864 – 1901) <i>Dancer Seated on a Pink Divan</i>, c. 1883-84 Oil on canvas 18 ¾ x 14 ¼ inches Collection of the Dixon Gallery and Gardens, Gift of the Sara Lee Corporation, 2000.3 Insurance value: \$3,000,000</p>	
<p>13. Edgar Degas (French, 1834 – 1917) <i>Dancer Adjusting Her Shoe</i>, 1885 Charcoal and pastel on paper 19 x 24 inches Collection of the Dixon Gallery and Gardens, Bequest of Mr. and Mrs. Hugo N. Dixon, 1975.6 Insurance value: \$3,000,000</p>	
<p>14. Georges Seurat (French, 1859 – 1891) <i>The Picnic</i>, c. 1885 Oil on panel 6 ¼ x 10 inches Collection of the Dixon Gallery and Gardens, Gift of Montgomery H. W. Ritchie, 1996.2.14 Insurance value: \$500,000</p>	
<p>15. Paul Signac (French, 1863 – 1935) <i>St. Briac, the Cross of the Seamen</i>, 1885 Oil on canvas 13 x 18 ¼ inches Collection of the Dixon Gallery and Gardens, Bequest of Mr. and Mrs. Hugo N. Dixon, 1975.14 Insurance value: \$400,000</p>	

<p>16. Henri Stanislas Rouart (French, 1833 – 1912) <i>Woman Playing the Guitar</i>, c. 1885 – 90 Oil on canvas 23 ¾ x 28 ¾ inches Collection of the Dixon Gallery and Gardens, Museum purchase, 1977.5 Insurance value: \$100,000</p>	
<p>17. Paul Gauguin (French, 1848 – 1903) <i>Bathing in Front of the Port of Pont-Aven</i>, 1886 Oil on canvas 31 7/8 x 23 1/2 inches Collection of the Dixon Gallery and Gardens, Bequest of Mr. and Mrs. Hugo N. Dixon, 1975.30 Insurance value: \$2,000,000</p>	
<p>18. Berthe Morisot (French, 1841 – 1895) <i>Peasant Girl among Tulips</i>, 1890 Oil on canvas 21 ¼ x 25 ½ inches Collection of the Dixon Gallery and Gardens, Museum purchase, 1981.1 Insurance value: \$1,000,000</p>	
<p>19. Camille Pissarro (French, 1830 – 1903) <i>View from the Artist's Studio at Éragny</i>, 1894 Oil on canvas 21 ¼ x 25 ½ inches Collection of the Dixon Gallery and Gardens, Gift of Montgomery H. W. Ritchie, 1996.2.9 Insurance value: \$1,000,000</p>	
<p>20. Pierre-Auguste Renoir (French, 1841 – 1919) <i>The Picture Book</i>, c. 1895 Oil on canvas mounted on board 15 ¾ x 12 ¼ inches Collection of the Dixon Gallery and Gardens, Museum purchase, 1978.4 Insurance value: \$2,000,000</p>	

<p>21. Henri Matisse (French, 1869 – 1954) <i>The Palace, Belle Île</i>, c. 1896 – 97 Oil on canvas 13 7/8 x 16 1/8 inches Collection of the Dixon Gallery and Gardens, Bequest of Mr. and Mrs. Hugo N. Dixon, 1975.15 Insurance value: \$800,000</p>	
<p>22. Maximilien Luce (French, 1858 – 1941) <i>Cathedral at Gisors, View of the Ramparts</i>, 1898 Oil on canvas 28 3/4 x 36 5/8 inches Collection of the Dixon Gallery and Gardens, Bequest of Mr. and Mrs. Hugo N. Dixon, 1975.23 Insurance value: \$800,000</p>	
<p>23. Paul Cézanne (French, 1839 – 1906) <i>Trees and Rocks near the Château Noir</i>, c. 1900-06 Oil on canvas 24 3/8 x 20 1/4 inches Collection of the Dixon Gallery and Gardens, Museum purchase from Cornelia Ritchie and Ritchie Trust No. 4, 1996.2.20 Insurance value: \$10,000,000</p>	
<p>24. Camille Pissarro (French, 1830 – 1903) <i>The Jetty at Le Havre, High Tide, Morning Sun</i>, 1903 Oil on canvas 21 1/2 x 25 5/8 inches Collection of the Dixon Gallery and Gardens, Museum purchase, 1979.5 Insurance value: \$1,500,000</p>	
<p>25. Henri-Edmond Cross (French, 1856 – 1910) <i>The Little Maure Mountains</i>, 1909 Oil on canvas 13 1/4 x 21 3/4 inches Collection of the Dixon Gallery and Gardens, Bequest of Mr. and Mrs. Hugo N. Dixon, 1975.17 Insurance value: \$250,000</p>	

<p>26. Pierre Bonnard (French, 1867 – 1947) <i>Woman Picking Flowers</i>, c. 1915-16 Oil on panel 14 $\frac{5}{8}$ x 17 $\frac{3}{4}$ inches Collection of the Dixon Gallery and Gardens, Bequest of Mr. and Mrs. Hugo N. Dixon, 1975.9 Insurance value: \$300,000</p>	
<p>27. Chaim Soutine (Lithuanian, 1894 – 1943) <i>Landscape at Cagnes</i>, c. 1922 Oil on canvas 18 $\frac{1}{4}$ x 21 $\frac{7}{8}$ inches Collection of the Dixon Gallery and Gardens, Gift of Montgomery H. W. Ritchie, 1996.2.16 Insurance value: \$500,000</p>	
<p>28. Georges Braque (French, 1882 – 1963) <i>Pot of Anemones</i>, 1925 Oil on panel 22 $\frac{1}{8}$ x 21 $\frac{5}{8}$ inches Collection of the Dixon Gallery and Gardens, Gift of Cornelia Ritchie and Museum purchase provided through a gift of the Hubert Stanwood Menke Family, 1996.2.1 Insurance value: \$500,000</p>	
<p>29. Marc Chagall (Russian, 1887 – 1985) <i>Bouquet of Flowers with Lovers</i>, 1927 Oil on canvas 18 $\frac{3}{8}$ x 13 inches Collection of the Dixon Gallery and Gardens, Bequest of Mr. and Mrs. Hugo N. Dixon, 1975.10 Insurance value: \$750,000</p>	
<p>30. Marc Chagall (Russian, 1887 – 1985) <i>Dreamer</i>, 1945 Oil on canvas 29 $\frac{1}{4}$ x 22 $\frac{1}{8}$ inches Collection of the Dixon Gallery and Gardens, Gift of Cornelia Ritchie, 1996.2.3 Insurance value: \$800,000</p>	

Total insurance value: \$41,150,000