

**THE COUNCIL ON UNDERGRADUATE RESEARCH
ARTWORK DISPLAY AGREEMENT AND WAIVER**

As part of the 2024 National Conference on Undergraduate Research (the “Event”), taking place April 8-10 at the Long Beach Convention & Entertainment Center and other venues, The Council on Undergraduate Research (“CUR”) intends to stage an exhibition of gallery artwork supplied by various artists, including certain works (the “Artwork”) created or owned by the undersigned person (the “Artist”). By signing below, as a condition for CUR’s display of the Artwork at the Event, the Artist agrees to be bound by the terms of this Artwork Display Agreement and Waiver (the “Waiver”), as of the date written below.

1. Display. The Artist agrees to provide the Artwork to CUR for display at the Event.
2. Acknowledgement of Risk. Artist acknowledges that there are inherent risks associated with displaying and storing artwork, including but not limited to theft, damage, loss, or destruction. Artist understands and accepts these risks.
3. No Liability. Artist agrees that CUR shall not be liable for any theft, damage, loss, or destruction of any Artwork that Artist offers for display by CUR at the Event. Artist acknowledges that CUR does not provide insurance coverage for displayed artwork, and that Artist is responsible for obtaining and maintaining any desired insurance coverage for the Artwork. Artist shall be solely responsible for any loss, theft, damage or destruction of the Artwork, whether caused by CUR’s negligence or otherwise, during the transportation, handling, storage, display, or any other use of the Artwork.
4. Artist’s Representations. Artist hereby represents and warrants that Artist owns all right, title and interest in the Artwork or, alternatively, that Artist has obtained sufficient license or required permission to offer such Artwork for display by CUR. This representation is an essential part of the Wavier.
5. Indemnification. Artist agrees to indemnify, defend, and hold harmless CUR and CUR’s officers, directors, members, volunteers, employees, agents and contractors from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or in connection with any loss, theft, damage, or destruction of Artist’s Artwork while in the possession of CUR or during transportation or arising out of or in connection with any claims related to a third party’s proprietary rights or the infringement thereof.
6. License. For the duration of the event, Artist hereby grants CUR a non-transferable, non-exclusive license to display the Artwork in conjunction with the Event and in accordance with the terms of this Waiver. Artist also hereby grants CUR a right to use Artist’s name, likeness, and other identifying information for purposes of identifying the Artist in connection with the display of the Artwork. Artist hereby waives any right to inspect or approve the display of the Artwork or the use of Artist’s name, likeness, or other identifying information, and waives any right to royalties or other compensation related to the display of the Artwork or CUR’s use of

Artist's name, likeness, or other identifying information in connection with the display of the Artwork at the Event.

7. No Assignment. By offering the Artwork for display at the Event, the Artist has not assigned its interest in the Artwork to CUR, and the Artist remains the sole owner of all right, title and interest to the Artwork.

8. Miscellaneous. If any provision of this Waiver is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. This Waiver constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, understandings, or representations. This Waiver shall be governed by and construed in accordance with the laws of the State of Maryland. Any dispute arising out of or in connection with this Waiver shall be subject to the exclusive jurisdiction of the state and federal courts located within the State of Maryland.

Artist Name: _____

Signed: _____

Date: _____