GALLERY AGREEMENT

THIS GALLERY AGREEMENT (this “Agreement”) is made and entered into as of this ___ day of ______, 20___ by and between Chicago Loop Alliance Foundation, an Illinois not-for-profit corporation (“Alliance”), and __________________ (“Artist”).

Alliance shall provide Artist with certain space known as ____________ Gallery (the “Premises”) located at _________ (the “Building”) only so that Artist can install, maintain, exhibit and remove from time to time its paintings, sculptures and other art work and/or present and exhibit live artistic or musical performances (the “Permitted Uses”) consistent with this Agreement and the charitable venture of Alliance commonly known as Pop Up Art Loop™ (the “Project”).

1. Term. Artist may enter the Premises for the Permitted Uses on ___ day, _____, 20__ and shall have access to the Premises until five (5) days following Alliance’s delivery of notice to Artist that this Agreement is terminated (the “Termination Date”), which notice Alliance may deliver with or without cause.

2. Expenses. Alliance shall be responsible for all costs and expenses related to the Permitted Uses, based on mutual agreement with artist, Pivotal Production and the Alliance (the “Expenses Cap”) upon presentation of invoices, paid receipts and other reasonable supporting documents thereof, and Artist shall bear all costs and expenses incurred in connection with the Permitted Uses in excess of the Expenses Cap. Artist shall be responsible for coordinating all logistical measures, including without limitation the transportation and installation of the Exhibited Art (as hereinafter defined) and lighting in the Premises, such that Artist can exhibit its paintings, sculptures and other art work and/or present and exhibit live artistic or musical performances (the “Exhibited Art”) in the Premises. Alliance shall not make any improvements in, to or upon the Premises for Artist, unless otherwise agreed to pursuant to a written instrument executed by Alliance, Artist and the Building’s owner.

3. Maintenance of Premises. Artist shall maintain the Premises in accordance with Alliance’s obligation to so maintain the Premises pursuant to that certain License Agreement dated as of December 10, 2009, by and between Alliance and __________ (the “License Agreement”).

4. Indemnification. Artist agrees to indemnify, defend and hold harmless Alliance, and Alliance’s principals, members, officers, employees, directors, agents, ground lessors, mortgagees, and all of their successors and assigns, from and against all legal actions, liabilities, obligations, causes of action, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys’ fees, which may arise in any manner out of Artist’s use of the Premises, and/or in connection with loss of life, bodily or personal injury or property damage arising from or out of all acts, failures, omissions or negligence of Artist, or its agents, employees or contractors. Artist further agrees that in the event an action or proceeding is brought by Alliance to enforce any of the terms of this Agreement, and Alliance prevails in such action or proceeding in whole or in part, then Licensee shall pay all reasonable attorneys’ fees and expenses incurred by Alliance.
5. **Reproduction of Art.** Alliance and the Building’s owner, without the consent of Artist, shall be entitled to photograph and/or reproduce the Exhibited Art for educational and publicity purposes.

6. **Removal of Art.** Artist shall remove, or cause to be removed, the Exhibited Art by the Termination Date. If Artist does not so remove the Exhibited Art by the Termination Date, then Alliance shall have the right, but not the obligation, to keep, store and/or own the Exhibited Art, and Artist shall pay Alliance actual fees incurred by Alliance in connection with the storing, removal and/or maintenance of the Exhibited Art. If the Exhibited Art is not removed from the Premises by Artist by the Termination Date, then on the Termination Date the Exhibited Art shall be deemed an unrestricted gift by Artist to Alliance.

7. **Description of Exhibited Art.** Artist understands that Alliance has no real-property interest in the Premises or the Building and that Alliance’s ability to continue the Project depends upon Alliance’s maintaining a mutually-satisfactory relationship with the Building’s owner. The Building’s owner has agreed to allow only certain artistic expressions to be displayed or performed in the Premises, and so Artist and Alliance agree that the following description is an accurate summary of the Exhibited Art that Artist may display or perform pursuant to this Agreement.

________________________________________

________________________________________

________________________________________

Artist acknowledges that the above description and agreement is a material inducement to Alliance’s entering into this Agreement and that, without such description and agreement, Alliance would not enter into this Agreement.

8. **Subordination to License Agreement.** Artist acknowledges that this Agreement is subordinate to the License Agreement and that Artist shall perform Alliance’s obligations under the License Agreement, except as to Alliance’s insurance requirements and as otherwise set forth in this Agreement.

9. **Severability.** If any provision of this Agreement is deemed unenforceable, it is the intent of the parties that the remainder of this Agreement be enforceable to the maximum extent permitted by law.

10. **No Oral Modification.** Except as otherwise provided expressly herein, this Agreement may be amended or modified only in a writing signed by both parties hereto.

11. **No Assignment by Artist.** Artist shall not be permitted to assign this Agreement.
THIS GALLERY AGREEMENT has been executed as of the day, month and year first above written.

ALLIANCE:

CHICAGO LOOP ALLIANCE FOUNDATION, an Illinois not-for-profit corporation

By: ____________________________
Name: __________________________
Title: __________________________

ARTIST:

________________________________
Name: __________________________