

DATE

Dear [name]:

The \_\_\_\_\_ Museum is pleased to engage you as an independent contractor to act as author of an essay on the art of [artist] (the "Essay") for the catalogue (the "Catalogue") tentatively entitled \_\_\_\_\_.

\_\_\_\_\_, will serve as scholarly editor of the Catalogue. \_\_\_\_\_, will be responsible for managing production of the Catalogue. Please deliver to \_\_\_\_\_ all materials that you provide to the \_\_\_\_ Museum under the terms of this letter.

1. Catalogue

As author, you agree to write an Essay of approximately \_\_\_\_ to \_\_\_\_ words in length. The exact form and context of the essay will be determined by mutual agreement between you and \_\_\_\_\_. The general style and format of all text will be in accordance with the Chicago *Manual of Style*. By \_\_\_\_\_, you will provide \_\_\_\_\_ with a final manuscript. All submissions will be both in hard copy and in digital format or sent via email in MS-Word.

The \_\_\_\_ Museum will obtain any photographs of the objects necessary to illustrate the Essay. You will notify the \_\_\_\_ Museum by \_\_\_\_\_, of any such photo requests.

The \_\_\_\_ Museum will assume all editorial responsibilities after final submission of your manuscript, except that after the \_\_\_\_ Museum has edited the Manuscript, it shall be resubmitted to you. You will have the right to proofread the Manuscript and correct any factual errors therein prior to its publication. Any proofreading by you will comply with the Catalogue production schedule as provided to you by the \_\_\_\_ Museum.

Upon publication of the Catalogue, the \_\_\_\_ Museum will provide you with two free copies. You may purchase additional copies at 25% off the retail price.

All material that you produce under the terms of this letter, including work in process, is a work made for hire, and title thereto and all rights therein, including copyright, shall be vested in the \_\_\_\_ Museum. You hereby assign all rights, including copyright, in such material to the \_\_\_\_ Museum, which shall have sole discretion whether to publish or use all or part of such material

for any purpose.

If the Catalogue is cancelled and if the \_\_\_\_ Museum does not publish the Essay, and determines that it will have no future use for the Essay, the \_\_\_\_ Museum will return the copyright to the Essay to you.

You represent and warrant that the work which you produce and deliver under the terms of this letter is original with you (or that you have obtained all necessary permissions for its use), that you have given credit clearly where someone else's work is used or quoted, and that publication will not violate or abridge the rights of any third party. You will indemnify and hold the \_\_\_\_ Museum harmless from any loss, damage, or expense (including reasonable attorney's fees) arising from the breach or alleged breach of this warranty.

## 2. Remuneration

For the acceptance and timely performance of your responsibilities under the terms of this letter, the \_\_\_\_ Museum will pay you a fee of \_\_\_\_\_, payable upon receipt and acceptance by the \_\_\_\_ Museum of the final manuscript of the Essay. The Essay shall be deemed accepted unless the \_\_\_\_ Museum shall give written notice to you of its rejection within 60 days of submission.

The payments set forth in this section 2 constitute the \_\_\_\_ Museum's total financial obligation under this letter.

## 3. Cancellation

If the Catalogue is cancelled or substantially modified for any reason, or if your performance hereunder does not conform with the standards or deadlines set forth above, then the \_\_\_\_ Museum may terminate the agreement contained in this letter, in which case the \_\_\_\_ Museum's total obligations to you shall be limited to pro rata payment for services rendered and obligations incurred hereunder prior to termination.

## 4. Miscellaneous

Your rights and obligations under this letter may not be performed by or assigned by you to any third party without the prior consent of the \_\_\_\_ Museum. Neither this letter nor any action by the \_\_\_\_ Museum shall be construed as either apparent or actual authority for you to in any way bind the \_\_\_\_ Museum to third parties. The agreement contained in this letter may be amended or revoked at any time by the written agreement of you and the \_\_\_\_ Museum. This letter represents the entire agreement with respect to your engagement as author and supercedes any and all previous agreements and understandings with respect to such engagement. Any action or proceeding relating to the subject of this letter shall be governed by the laws of the State of \_\_\_\_\_, to the exclusion of the law of any other jurisdiction.

If the foregoing correctly sets forth our agreement, please sign and date both copies of this letter

where indicated below and return them to the \_\_\_\_ Museum for countersignature, whereupon this letter shall become a binding agreement between you and the \_\_\_\_ Museum.

The \_\_\_\_ Museum

By: \_\_\_\_\_  
NAME Date

Acknowledged and Agreed:

\_\_\_\_\_  
Date

FOR REFERENCE ONLY