

EXHIBITION AGREEMENT
for the display of items at the Salt Lake County Library

THIS AGREEMENT is entered into this _____ day of _____, 2018, by and between SALT LAKE COUNTY LIBRARY SERVICES, (“Library”) and _____, (“Owner”). County and Owner may be referred to jointly as the “Parties.”

RECITALS

WHEREAS, Owner desires to display certain items (“the Exhibit”) at a Library facility/facilities; and

WHEREAS, Library is willing to allow Owner to display the items under certain terms and conditions; and

THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the Parties covenant and agree as follows:

1. EXHIBIT ITEMS

The Exhibit will contain _____ items in the following media

_____ valued at \$_____ to accommodate _____ space. (see attached map for description of wall space).

Owner shall furnish Library with a list of all items in the Exhibit including (where applicable) title, medium, date of completion, whether or not the item is for sale, the price/value, and any biographical information and artist statement, by the _____ day of _____, 20____. Library shall have the right to use this information to publicize the display.

2. DELIVERY OF EXHIBIT

Owner and/or his/her representative shall deliver the Exhibit, ready for installation and display, to Library on the _____ day of _____, 20____. Any items to be hung must be pre-wired on the back prior to delivery for proper installation.

Library will not pack or ship art objects to or from the Library or assume the cost of packaging or shipping art objects. Library will not be responsible for the loss or damage during packing or transportation of any items in the Exhibit.

3. DURATION OF EXHIBIT

Owner will allow Library to display the completed items beginning on the ____ day of _____, 20____ through the ____ day of _____ 20____, unless Library, in its discretion, determines to terminate the display at an earlier date.

4. REMOVAL OF EXHIBIT

The scheduled date for Owner to remove the Exhibit is the ____ day of _____, 20____. Library reserves the right to modify this date and have any or all of the items displayed in the Exhibit removed permanently or temporarily at an earlier date. Library shall give reasonable notice to Owner of the removal of the Exhibit occurring on a date other than that scheduled above.

Owner acknowledges that Library has no adequate storage for display items. In the event Owner fails to retrieve the display as scheduled, Library may place the items in storage at Owner's risk and expense. If removal or relocation of an item is required prior to the scheduled termination date of the Exhibit, Library will notify Owner as soon as reasonably possible.

5. LOCATION OF EXHIBIT

Owner's items shall be presented at the _____ branch of the Library the address of which is:

6. MANNER OF DISPLAY

The Exhibit shall be consistent in form, quality, and content on which Owner's selection for display by Library was based. Such consistency shall be determined by Library in its sole discretion.

Library, in its sole discretion, shall determine the duration, location, and manner in which the Exhibit is to be displayed to the public. Library staff shall share the responsibility for the hanging or arrangement of all items, and for all signage regarding the display. Library, in its sole discretion, may use signage descriptions to inform patrons of the nature of the Exhibit, for example, informing patrons of sexually explicit or graphically violent material, if applicable.

Owner warrants that the Exhibit does not violate any local, state or federal law, including those governing pornography, libel, copyright, privacy, and/or publicity. Owner shall indemnify and defend Library against all claims, liability, damages, costs and expenses, including attorneys' fees and expenses, arising out of the Exhibit at the Library.

7. SALE OF ITEMS

For purposes of the sale of items included in the Exhibit, Library will refer all inquiries to the Owner or their representative as set forth below:

Contact Person: _____

Phone number: _____ (home) _____ (work)

Address: _____

8. THEFT, DAMAGE, AND MAINTAINANCE OF EXHIBIT

OWNER UNDERSTANDS AND AGREES THAT LIBRARY AND SALT LAKE COUNTY SHALL HAVE NO LIABILITY FOR THE LOSS, THEFT OR DESTRUCTION OF THE PROPERTY CONTAINED IN THE EXHIBIT. OWNER FULLY UNDERSTANDS THAT NONE OF THE PROPERTY OF OWNER WILL BE COVERED BY ANY FIRE OR THEFT INSURANCE PROCURED BY LIBRARY OR SALT LAKE COUNTY. ACCORDINGLY, OWNER SHALL BE RESPONSIBLE FOR APPROPRIATELY INSURING OWNER'S PROPERTY. IN THIS REGARD, OWNER ACKNOWLEDGES THAT THE EXHIBIT AREA AND CASES, AS APPROPRIATE, HAVE BEEN REVIEWED AND INSPECTED BY OWNER AND THAT OWNER IS WILLING TO DISPLAY PROPERTY IN THOSE AREAS AND CASES AND ASSUMES WHATEVER RISK OF LOSS OR DAMAGE THERE MAY BE.

Owner agrees that Library shall not be responsible for the maintenance, cleaning, or repairs of the Exhibit unless mutually agreed upon by the Parties in a separate Agreement reduced to writing and executed by the Parties.

9. PUBLICITY OF EXHIBIT

Owner agrees that Library and the news media shall have the right to photograph, film, and/or videotape any or all of the Exhibit for purposes of publicizing the exhibition and keeping a historical record of the display.

10. TERMINATION

Either party may terminate this Agreement at any time by delivering to the other a written notice of termination. Upon termination, Owner shall promptly remove the Exhibit from the Library facility.

[signature page to follow]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year recited above.

SALT LAKE COUNTY LIBRARY SERVICES

By: _____

Date: _____

OWNER

By: _____

Date: _____