



Agreement for Art/Displays at Northwest Arts Center

This Agreement, dated _____, between the City of Bellevue hereinafter referred to as the “City”, and _____, hereinafter referred to as the “Exhibitor”, constitutes approval for the Exhibitor’s use of _____

_____ at Northwest Arts Center for the period stipulated below and in accordance with the following terms and conditions:

• Name of Exhibitor: _____

Address: _____

• Contact: Name _____ Email _____

Day Phone _____ Cell Phone _____

• Name and Description of Materials to be Installed: _____

• Period of Display, including installation and removal:

▪ Installation Date(s): _____

▪ Exhibition Dates: _____ to _____

▪ Removal Date: _____

Hours & Security

The Northwest Arts Center is open for business Monday through Thursday, 9am-4pm. There will be access to the building during rentals after regular business hours. A facility monitor will provide security in the building during non-business hours when rentals are scheduled.

EXHIBITION POLICIES

No exhibit is considered confirmed until approved by both parties.

The Exhibitor is responsible for:

- ◆ Preparing the exhibit materials so they arrive adequately protected and ready to be installed.
- ◆ All aspects of installing and dismantling the entire exhibit.
 - Following all installation guidelines provided by the City.
 - Installing and dismantling during pre-arranged dates during business hours, Monday through Thursday 9am-4pm.
 - Covering the cost of repair of any damage caused during installation or dismantling of exhibit materials
- ◆ Providing text for exhibit labels and introductory exhibition summary.
- ◆ Storage cannot be provided for materials.
- ◆ If the exhibitor does not remove materials at designated date and time, or within 72 hours of request to remove work, the City reserves the right to remove the material at the exhibitor's sole expense and liability. If the exhibit materials remain unclaimed for more than seven days after removal, the City may sell or dispose of them without further obligation to the exhibitor.

The City is responsible for:

- ◆ Providing appropriate exhibition space
- ◆ Oversight of installation process
- ◆ Approval of exhibit design

Limitations

- ◆ The City will have final authority on all installation and dismantling determinations.
- ◆ Please note that ***all works are displayed at the exhibitor's own risk***. The City does not accept responsibility for damage or loss of display materials.
- ◆ Floors/walls must be completely protected during installation and dismantling.
 - No adhesive substances will be placed on floors/walls at any time.
 - Exhibitor will take particular care not to damage the floor during the installation, term of, or dismantling of, the Exhibition
 - Exhibitor will be responsible for the cost of repair of any such damage.

Publicity Rights

- ◆ Exhibitor hereby grants the City the right to use images from the Exhibition for publicity purposes in Exhibition announcements, the City's internal publications (including but not limited to its newsletter), the City's Website, and other media.
- ◆ Exhibitor hereby represents and warrants that it has the full and unrestricted right to make said grant.
- ◆ Exhibitor will indemnify and hold the City harmless from any liability arising out of the City's use of such images for publicity purposes.

Hold Harmless

Exhibitor will be solely responsible for all injuries to persons, including death, or damage to property arising out of actions by its agents, employees or representatives, or by actions resulting from the negligent or improper installation, operation or dismantling of the Exhibition. Exhibitor will hold harmless the City, its employees, directors, officers, agents, and servants from liability upon all claims for damages on account of any negligence, fault or default of Exhibitor, its

agent's employees or independent contractors, or liability arising out of the use of Northwest Arts Center for the Exhibition or Special Events related to the Exhibition.

Insurance

Exhibitor will procure and maintain, for the duration of this Agreement, a minimum of \$1,000,000 of Commercial General Liability insurance that names the City of Bellevue as an additional insured.

Cancellations

If Exhibitor desires to cancel this Agreement and approval for use of the Northwest Arts Center Art/Display area, Exhibitor must notify the City at least 30 days before the Exhibition is scheduled to open.

Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes any and all prior or simultaneous representations, discussions, negotiations, documents and/or agreements, whether written or oral.

NOTICE OF ASSUMPTION OF RISK & WAIVER OF LIABILITY

*** Please read carefully!**

I, on behalf of myself, my heirs, and executors, hereby release and discharge and covenant not to sue the City of Bellevue, its agents, officers and employees, from and for any and all liability for all loss or damages, and any claims or demands therefore, on account of damage or injury of any kind to my exhibit contemplated in this Agreement. I agree to indemnify, defend, and hold the City of Bellevue and its agents harmless from any and all loss, liability, damage, or cost, including reasonable attorney fees that may occur as a result of or due to my participation in this exhibit. **I acknowledge that I have carefully read this Notice of Assumption of Risk - Waiver of Liability or had someone I trust explain it to me. I fully understand that I am waiving any right that I may have to bring a legal action to assert a claim against the City of Bellevue if anything happens to my exhibit.**

AGREED:

City of Bellevue

Title of the Exhibit: _____

Bellevue Parks & Community Services Dept.

Exhibitor: _____

By: _____
Signature

By: _____
Signature

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____