



Bellevue Parks &
Community Services

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

Name of Exhibitor: _____

Address: _____

Phone: _____

Email: _____

Title of exhibit: _____

Description of artwork to be installed: _____

Period of display:

Installation date: _____

Exhibition dates: _____ to _____

Removal date: _____

Hours and Security:

Northwest Arts Center is currently open for business Monday through Thursday, 9am-5pm. There will be access to the building during rentals after regular business hours. A facility monitor will provide security for 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.
- Performing according to installation guidelines provided by the City.
- Pre-arranged dates during business hours, Monday through Thursday, 9am-5pm.
- Exhibitor is responsible for the cost of repair of any damage caused during the 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.
- Floor/walls must be completely protected during installation or 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 for the exhibition.
- Exhibitor will be responsible for the cost of repair of such damage.

Publicity Rights:

- Exhibitor hereby grants the City the right to use images from the Exhibition for publicity purposes in announcements, the City's internal publications, the City's website, and other media.
- 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 of 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 agents, 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.

Cancellation:

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 all prior or simultaneous representations, discussions, negotiations, documents, and /or agreements, whether written or oral.

NOTICE OF ASSUMPTION OF RISK AND 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 demand 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 feed 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 legal action to assert a claim against the City of Bellevue if anything happens to my exhibit.

AGREED:

City of Bellevue
Parks and Community Services Dept.
By: _____

Title of the Exhibit: _____
Exhibitor: _____
By: _____

Signature

Signature

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____