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# SOUTH BELLEVUE COMMUNITY CENTER

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*a partnership for a healthy community*



## Agreement for Art/Displays at South Bellevue Community 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 South Bellevue Community 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: \_\_\_\_\_
  - Removal Date(s): \_\_\_\_\_

### **Hours & Security**

South Bellevue Community Center is open for business Monday through Thursday, 6:00 am to 9:00 pm, Friday, 6:00 am to 8 pm, Saturday, 8:00 am to 5:00 pm and Sunday 10:00 am to 5:00 pm. There will be access to the building during rentals after regular business hours. A building 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.
  - Performed according to installation guidelines provided by the City.
  - Pre-arranged dates during business hours, Monday through Friday, 8 am – 8 pm.
  - Exhibitor is responsible for the cost of repair of any damage caused during installation or dismantling of exhibit materials
- ◆ Providing text for exhibit labels and introductory exhibition text.
- ◆ Storage cannot be provided for materials.
- ◆ If the exhibitor does not remove materials at designated date and time, or within 24 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.

### **Payment in Advance for City Work**

In the event Exhibitor hires the City to create, install, and/or dismantle the Exhibition, the fee for such services will be agreed upon by the parties, and paid by the Exhibitor to the City in advance of the commencement of any work.

### **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 agents employees or independent contractors, or liability arising out of the use of Bellevue City Hall 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 South Bellevue Community Center Art/Display area, Exhibitor must notify the City at least 120 days before the Exhibition is scheduled to open. If Exhibitor gives the City less than 120 days notice, the City may, at its discretion, require Exhibitor to pay any damages that the City suffers as a result of Exhibitor's cancellation.

**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: \_\_\_\_\_