

**BENICIA PUBLIC LIBRARY
POLICY MANUAL**

**BENICIA PUBLIC LIBRARY
ART GALLERY**

RELEASE FORM

This agreement is between the BENICIA PUBLIC LIBRARY BOARD OF TRUSTEES hereinafter LIBRARY and _____ hereinafter ARTIST.

1. LIBRARY agrees to accept materials from ARTIST to display, as approved by the Library Director, in the BENICIA PUBLIC LIBRARY from _____,
2. to _____, for the display of (description):

The CITY may require the artwork to be removed prior to the end date for any reason whatsoever.

3. ARTIST must comply with Art Gallery Guidelines for installation and removal of display material.
4. ARTIST hereby represents that the materials displayed are owned by ARTIST and/or that ARTIST is authorized by the owner of the materials displayed to enter into this agreement on behalf of the owner of materials. ARTIST agrees that CITY OF BENICIA, the LIBRARY BOARD OF TRUSTEES, their officers, employees and agents shall not be responsible and/or liable for the safety, damage to, destruction of, or theft of the materials displayed. ARTIST agrees to indemnify, defend and hold harmless the CITY OF BENICIA, the LIBRARY BOARD OF TRUSTEES, their officers, employees, and agents from any and all claims for loss, theft, damages, liability, claims, suits, costs and expenses whatsoever, including, but not limited to, personal injury, death, copyright infringement, defamation and invasions of privacy and including reasonable attorney's fees, regardless of merit or outcome of any such claim or suit arising out of the materials displayed.

It is understood that there is a \$20 non-refundable application fee which should be turned in with the application. Please return the \$20 with this form and application.

LIBRARY:

By: _____

Date: _____

ARTIST:

Date: _____

By: _____

Address: _____

Phone: _____

