

## 3<sup>rd</sup> FLOOR GALLERY Art Exhibit Application

Artist Name or Organization Name:

Contact Person:

Phone #:

Alternate Phone #:

( )

( )

Scope of Artwork\*:

Exhibition Beginning Date:

Exhibition Ending Date:

Commissioners Court Agenda Item Sponsor:

### \*Terms and Conditions

Each Artist or Representative must initial their agreement to comply with each of the following:

<i>Initial</i>	Artwork exhibited must be appropriate for viewing by all ages of the general public. Artwork that is of an overtly sexual, racist, violent, libelous, slanderous, demoralizing, or discriminatory nature is strictly prohibited.
	Gallery exhibition space is provided free of charge and is for the purpose of exhibition only. The Artist may not display a monetary value for the artwork, or in any way indicate it is for sale. Note: Artist may post their personal contact information near the artwork.
	Artist agrees to comply with all Art Exhibit Policies and Procedures.
	If the artwork is not picked up on or before the Ending Date specified above, the FMD will take down the exhibit within 30 days and store it for a maximum of 30 days. 60 days from the Exhibit Ending Date, unclaimed property will be considered abandoned and turned in to the Sheriff's Department.

I agree to the above listed terms and conditions.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

### Facilities Management

I have reviewed this application and affirm the following:

- The exhibition date range indicated above is available.
- The exhibition date ranged indicated above **is not** available and I have offered the alternative dates of \_\_\_\_\_ through \_\_\_\_\_.

I have received the following original signed documents:

- Art Exhibit Policies & Procedures
- Art Exhibit Application
- Waiver/Release of Liability

Monique Aguilar, Facilities Manager

Date \_\_\_\_\_

Meeting Date:

Agenda Item#

Minutes Motion#

THE STATE OF TEXAS     )  
  )  
COUNTY OF EL PASO     )

**WAIVER/RELEASE OF LIABILITY**

The undersigned has or will deliver to the County of El Paso (the “County”) works of art (“artwork”) for display in or on County premises. The undersigned affirms that it is either the owner of said artwork or is the agent of the owner, as well as custodian of the owner’s artwork, with full authority to enter into this agreement and waiver/release of liability. The undersigned does hereby further affirm as follows:

1. The undersigned is submitting artwork to the County for display in the El Paso County Courthouse or other premises owned or controlled by the County, at no charge to the undersigned, for a period of time to be mutually agreed upon by the County, by and through its Facilities Manager, and the undersigned.

2. The undersigned understands that the artwork is submitted to the County and exhibited at the undersigned’s own risk and that neither the County nor any of its officers, agents, and employees shall be responsible for theft, vandalism, fire, or any other damages or losses to the artwork. The undersigned understands and agrees that the County makes no representations or warranties regarding the level of security in any County buildings or premises. The undersigned understands and agrees that the County and its officers, agents, and employees cannot be responsible for reimbursement or replacement of lost, stolen, or damaged items and that the County does not insure items such as the submitted artwork. The undersigned understands and agrees that the County encourages the owner of the artwork or the owner’s agent to obtain an insurance policy for the artwork or to obtain a rider on any existing policy for the duration of the exhibit.

3. The undersigned hereby assumes all responsibility for loss or damage to the artwork provided to the County for display, and the undersigned waives and releases the County, its officers, agents, and employees of, and from, any and all losses, damages, liability, or claims for damage to or destruction of Contractor’s artwork that may result from theft, vandalism, adverse environmental conditions, including water damage, or any other cause of any kind, and any negligent acts or omissions of the County, or its officers, agents, and employees, while the artwork is located in the El Paso County Courthouse or other premises.

4. If the undersigned is not the owner of the artwork, the undersigned shall indemnify, defend, and hold harmless the County for any and all losses, damages, liability, costs, expenses, actions, or claims,

including, but not limited to, attorneys' fees for damage to, or destruction of, the artwork that may result from theft, vandalism, adverse environmental conditions, including water damage or any other cause of any kind, and including any negligent acts or omissions of the County, or its officers, agents, and employees while the artwork is located in the El Paso County Courthouse or other premises.

5. The undersigned will be responsible for packing, unpacking, transporting, and hanging the submitted artwork. The undersigned understands and agrees, however, that the County, by and through its Facilities Manager, shall decide where and by what hardware the artwork shall be hanged, and shall have the option of using county personnel to hang the artwork. The undersigned understands and agrees that the Facilities Manager's decisions as to the hanging of the artwork shall be final. The undersigned agrees to allow the County to exercise sole discretion in the selection of art to be displayed; this includes the County's right to display all, part or none of the art submitted by the undersigned. The undersigned understands and agrees that the County's decision regarding the display of any or all of the artwork, or the removal of artwork after hanging shall be final.

6. The undersigned shall promptly remove his/her artwork from the County premises upon the request of the Facilities Manager.

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Signature & Date

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Typed or Printed Name

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Title (if authorized signing authority of responsible organization)

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Name of responsible organization (if applicable)

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Address

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Telephone Number