

Pflugerville Public Library

WAIVER/RELEASE OF LIABILITY

The undersigned has or will deliver to Pflugerville Public Library (the “Library”) works of art (“artwork”) for display in the Library or other premises owned or controlled by the City of Pflugerville. 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 Library for display in the Library or other premises owned or controlled by the City of Pflugerville, at no charge to the undersigned, for a period of time to be mutually agreed upon by the Library, by and through its Library Director, and the undersigned.

2. The undersigned understands that the artwork is submitted to the Library and exhibited at the undersigned’s own risk and that neither the Library 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 Library makes no representations or warranties regarding the level of security in any Library buildings or premises. The undersigned understands and agrees that the Library and its officers, agents, and employees cannot be responsible for reimbursement or replacement of lost, stolen, or damaged items and that the Library does not insure items such as the submitted artwork. The undersigned understands and agrees that the Library 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 Library for display, and the undersigned waives and releases the Library, 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 Library, or its officers, agents, and employees, while the artwork is located in the Library or other premises.

4. If the undersigned is not the owner of the artwork, the undersigned shall indemnify, defend, and hold harmless the Library 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 Library, or its officers, agents, and employees while the artwork is located in the Library 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 Library, by and through its Library Director, shall decide where and by what hardware the artwork shall be hanged, and shall have the option of using Library personnel to hang the artwork. The undersigned understands and agrees that the Library Director's decisions as to the hanging of the artwork shall be final. The undersigned agrees to allow the Library to exercise sole discretion in the selection of art to be displayed; this includes the Library's right to display all, part or none of the art submitted by the undersigned. The undersigned understands and agrees that the Library'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 Library premises upon the request of the Library Director.

Signature & Date

Typed or Printed Name

Title (if authorized signing authority of responsible organization)

Name of responsible organization (if applicable)

Address

Telephone Number