**Exhibitor Loan Agreement and Waiver of Liability**

Between:

**Bradford West Gwillimbury Public Library and Cultural Centre (BWGPLCC)**

And:

NAME
(Exhibitor)

1. **Terms**

NAME agrees to loan WORK to BWGPLCC between DATE and DATE for display. Installation Date will be DATE and De-installation Date will be DATE
2. **Responsibilities of Both Parties**
3. Maintaining open and ongoing communication;
4. Providing notice of issues or concerns and/or proposed changes in a timely manner;
5. Ensuring that each party’s management and program staff/volunteers are regularly informed about the parties’ commitment, achievements and responsibilities;
6. Negotiate in good faith, and mutually use best efforts to reach consensus.
7. **Responsibilities of BWGPLCC**
8. BWGPLCC will provide exhibition space for the exhibitor at no cost;
9. BWGPLCC will exercise the same care in respect to loans as it does for the safekeeping of its own property.
10. BWGPLCC will monitor the exhibition regularly, and report any issues to the exhibitor in a timely manner
11. BWGPLCC will receive and share patron feedback with the exhibitor upon request
12. BWGPLCC may support the marketing of the exhibition, through sharing on our website and social media
13. BWGPLCC shall ensure objects and artwork remain in the condition in which they are received.  Items and artwork shall not be unframed, unglazed removed from mats, mounts or bases, cleaned, repaired or transported in damaged condition except with the written permission of the Exhibitor, or when such is imperative to prevent further damage.
14. **Responsibilities of Exhibitor:**
15. The Exhibitor will submit a list of all items included in the exhibition to BWGPLCC at least two weeks prior to the installation.  The list should include all applicable information about each item, such as title, date, and medium.
16. The Exhibitor is responsible for ensuring that the items displayed are aligned with the items listed in the application.
17. The Exhibitor is responsible for mantling and dismantling the exhibit on the agreed upon dates with the oversight and approval of the BWGPLCC.
18. The Exhibitor is responsible for creating small title cards for each work/item, which can be placed on the wall or display case using sticky tack (Tape is prohibited from being used on the walls).
19. The Exhibitor is responsible for creating a biography and/or statement, and is welcome to include contact information in this statement;
20. The Exhibitor is responsible for announcements:  I.E. contacting local media, e-mail announcements, posters, providing description and images for Library website.
21. The Exhibitor warrants that they are responsible for all items that are loaned.  If the exhibitor is the lead contact on behalf of a group, the exhibitor warrants that all group members have given permission for the display of their work, and have been made aware and agree to the terms of this agreement.
22. **Waiver of Liability**
23. Exhibitor understands and agrees that all entries are submitted at the owner’s risk. Exhibitors are strongly encouraged to carry their own insurance coverage.
24. Neither the Bradford West Gwillimbury Public Library Staff, the Bradford West Gwillimbury Public Library, the Bradford West Gwillimbury Public Library Board, nor the Town of Bradford West Gwillimbury (“Town”)/Town Council will assume responsibility, for loss, theft or damage to loaned work(s), the loss or damage to frames or glass, no matter how sustained, or the sale of the work.
25. Exhibitor shall indemnify and save harmless the Library Board, and Town and its elected and appointed officers, agents, employees, and representatives in regards to all claims, costs, and damages in any way arising out of the application and/or use of the facilities by the applicant, and anyone in attendance including, without limitation, damage or destruction of property, personal injury, infringement of royalty rights, defamation, and public disturbance which is the result of the handling and showing of loaned objects and artworks.

**VI. Sale of Work**

There are no restrictions on selling exhibited work. All transactions are between the seller and the purchaser. Items sold may not be removed before end of show, without prior arrangements. BWGPLCC shall not take a commission on any sold work.

**VII. Changes to Terms**

After initial signing, all changes to the terms of this agreement must be made in writing and mutually signed by both parties. All proposals for changes must be made within fourteen (14) days of signing the initial Loan Agreement and Waiver of Liability.

**VII. Termination**
Both parties will use best efforts to reach a consensus respecting the ongoing agreement.  Either Party may terminate this agreement within eight (8) days notice. The Library reserves the right to change exhibition dates with 30 days’ notice if the space is required for a Library approved function. All changes to exhibition dates will be made in consultation with the Exhibitor. The Library Board reserves the right to refuse or cancel for cause at any time the use of any Library space without any liability to or against the Library Board as a result thereof.  BWGPLCC reserves the right to immediately dismantle the exhibition if it is found to contravene our Displays and Community Information Policy.

**VIII. Photo and Media Release**

The Exhibitor gives permission to the Bradford West Gwillimbury Public Library to use images or video of the exhibition in advertising and promotional material for the library, including but not limited to brochures, posters, websites, and social media, and in submissions to media outlets for publicity purposes. These images will be used in good taste and solely for promotion of library. The Library will not sell these images under any circumstances without the written consent of the exhibitor.

The exhibitor agrees to give up all claims of ownership, income, editorial control, and use of the resulting media, including but not limited to photographs, digital imagery, and video, and assign all copyright ownership to the Bradford West Gwillimbury Public Library. This consent is given with no promise or expectation of value in return. The exhibitor agrees that this release is binding upon their heirs and assigns, and agrees that this release is irrevocable, worldwide, perpetual and will be governed by provincial and federal law.

By signing below, I acknowledge and agree to the terms of this Exhibitor Loan Agreement and Waiver of Liability.

EXHIBITOR

*Signature:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date*:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Printed Name:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BWGPLCC

*Signature:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date*:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Printed Name:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_