



CITY OF MORGAN HILL

ART EXHIBIT AGREEMENT 2009

THIS AGREEMENT is made this _____ day of _____, 2009 by the CITY OF MORGAN HILL, a municipal corporation, whose address is 17555 Peak Avenue, Morgan Hill, California, (CITY) and _____ (ARTIST), whose address is _____.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Exhibit Site.

ARTIST agrees to permit CITY to display ARTIST'S work described below at a public exhibition in the Morgan Hill Community and Cultural Center, located at 17000 Monterey Road, Morgan Hill, California.

2. Exhibit Term.

Exhibit dates shall be from _____, 2009 through _____, 2009.

ARTIST'S work shall be installed on _____, 2009.

ARTIST'S work shall be removed on _____, 2009.

3. Installation and Removal.

CITY shall coordinate the installation and removal of ARTIST'S work at the Community and Cultural Center. ARTIST agrees to follow the Art Exhibit Guidelines for installation and removal of ARTIST'S work.

4. Waiver of Liability.

As the work will be displayed in areas which are open to the public, the CITY makes no representation as to security provided, monitoring or safekeeping. Should damage occur to the artwork through defacement, vandalism, or theft, the CITY shall compensate ARTIST up to the limits of CITY'S insurance limits, provided that ARTIST'S own insurance does not cover such loss. Should any injury occur to any individual from the work, the CITY shall be responsible for said injury, except to the extent the injury is directly

attributable to the means, method or actual work of the ARTIST in hanging or placing said work. ARTIST hereby waives any other claim against the CITY other than for damage to ARTIST'S work placed at the Community and Cultural Center.

5. Declared Value of Work(s).

Title of Work(s) to be Displayed	Declared Value
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Please attach a supplemental list of additional works to this Agreement if necessary.

6. Modification.

This Agreement constitutes the entire agreement between the parties and supercedes any previous agreements, oral or written. This Agreement may be modified on provisions waived only by subsequent mutual written agreement executed by CITY and ARTIST.

7. California Law.

This Agreement can be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the Santa Clara County Superior Court.

8. Interpretation.

This Agreement shall be interpreted as though prepared by both parties.

9. Preservation of Agreement.

Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect on the provision interpreted, and all remaining provisions shall remain enforceable.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

CITY OF MORGAN HILL

ARTIST

By: Karen Lengsfeld,
Community Services Coordinator

By: _____

Date: _____

Date: _____

Exhibitor/Artist - please provide contact information:

Home Phone _____

Cell Phone _____

E-mail Address _____