



CITY OF MORGAN HILL

ART EXHIBIT AGREEMENT 2010

THIS AGREEMENT is made this _____ day of _____, 2010 by the CITY OF MORGAN HILL, a municipal corporation, whose address is 17555 Peak Avenue, Morgan Hill, California, (CITY) and _____ (ARTIST/EXHIBITOR), whose address is _____.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Exhibit Site.

ARTIST/EXHIBITOR 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 or the Centennial Recreation Center, located at 171 West Edmundson Avenue, Morgan Hill, California.

2. Exhibit Term.

The Exhibit term shall begin on _____, 2010 and last through _____, 2010.

3. Work Exhibited.

ARTIST/EXHIBITOR agrees to exhibit _____ (total number) pieces of art work. Works are listed below by Title (collectively “Work(s)”). For each Work, the declared value shall be stated.

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

4. Installation and Removal.

ARTIST/EXHIBITOR is solely responsible for the installation and removal of all displayed Work(s) and agrees to follow the Artist Exhibit Guidelines, attached hereto as Exhibit A and incorporated herein by reference. ARTIST/EXHIBITOR agrees to install and remove the Work(s) on the Exhibit Term dates only, unless prior written agreement has been obtained from the CITY.

5. Non-Liability of City.

5.1 The Work(s) will be displayed in areas which are open to the public and the CITY makes no representation as to security provided, monitoring or safekeeping of the Work(s). ARTIST/EXHIBITOR agrees that should any damage, defacement, vandalism, theft, or other loss to the Work(s) occur during the term of this Agreement, the CITY will not cover such damage or loss or compensate the ARTIST/EXHIBITOR in any way.

5.2 ARTIST/EXHIBITOR agrees that CITY shall not be responsible for any liability for bodily injury, property damage or personal injury to any person attributable to either the display of the Work(s) or the installation and removal of the Work(s). No official or employee of CITY shall be personally liable for any default or liability under this Agreement. ARTIST/EXHIBITOR HEREBY WAIVES ALL CLAIMS AGAINST THE CITY.

5.3 Indemnification: ARTIST/EXHIBITOR agrees to protect, defend and hold harmless CITY and elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney's fees, for injury or death of any person, or damage to ARTIST/ EXHIBITOR property or interference with use of property, arising out of, or in any way connected with performance of Agreement by ARTIST/EXHIBITOR, ARTIST/ EXHIBITOR's agents, officers, employees, subcontractors, or independent contractors hired by ARTIST/ EXHIBITOR. The only exception to ARTIST/ EXHIBITOR's responsibility to protect, defend, and hold harmless CITY, is due to the gross negligence or willful misconduct of CITY. This hold harmless agreement shall apply to all liability regardless whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by ARTIST/EXHIBITOR.

6. Modification.

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

7. California Law.

This Agreement shall 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/EXHIBITOR

By: _____
(signature)

By: _____
(signature)

By: _____
(title)

By: _____
(print name)

Date: _____

Date: _____

Exhibitor/Artist Contact Information:

Home Phone _____

Cell Phone _____

E-mail Address _____