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Rocky Public Library



Arts Exhibition Agreement/ Waiver of Liability

This Waiver of Liability dated this ____ day of _____, _____ by and between the Rocky Mountain House Public Library (RMHPL) and _____ (Artist) waives any liability on the part of RMHPL or its board, staff members, or volunteers with regard to a public exhibition by the Artist of his/her works of art (Works) to be held at RMHPL during the period _____, herein called "Opening Date" to _____, herein called "Closing Date".

The Artist hereby agrees to hold harmless RMHPL and/or its board, staff members, or volunteers from any liability for the Artist or the Works during the above period including but not restricted to loss, damage to, or theft of the Works.

While any art Works are displayed at RMHPL the Works remain the property of the Artist, to be sold at the Artist's discretion to interested parties at an amount set by the Artist.

Please initial an option below for how you would like sales managed:

___ I will manage all sales inquiries and sales transactions personally.

___ The library will process sales and hold funds for any sales at the prices I set, and then transfer sales funds to me at the end of the exhibit, less the agreed upon donation to the library.

This Waiver stipulates that, if the artist sells Works during the exhibition, ownership of works sold during the exhibition shall not be transferred from the Artist to a purchaser until after the Closing Date unless the Artist has provided additional Works which can replace those sold during the exhibit.

It is hereby understood by and between RMHPL and the Artist that the only intention of RMHPL is to provide a venue for the exhibition of the Works during the above period and that RMHPL can accept no responsibility or liability for the Artist or the Works.

On the Opening Date, Works will arrive at RMHPL ready to hang. The Artist is responsible for the hanging of all art Works, and providing any related informational material for display at RMHPL on the Opening Date. Library staff may be available to offer set-up support.

All Works and associated materials belonging to the Artist will be removed by the Artist on the Closing Date as to not interfere with subsequent scheduled art exhibitions.

Following the Closing Date the RMHPL requests that a donation of 30% of all total sales of Works on display at the library which sold during the exhibition period be donated by the Artist to RMHPL.

For any donations of \$10.00 and above the library can issue an official charitable donation receipt for income tax purposes.

Final approval of all art Works on display is at the discretion of the Library Manager.

This Waiver executed in duplicate. Signatures below indicate agreement with all of the above.

The Artist agrees that they have read the above and will abide by the stipulations set out in this agreement.

Rocky Mountain House Public Library (RMHPL)

Artist