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# Rocky Public Library



## Arts Exhibition Agreement/ Waiver of Liability

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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. Any sales discussions must be managed by the Artist (or an assigned representative) and interested parties directly. RMHPL can not process sales transactions for Works, enter into sales negotiations for Works, or hold funds for sold Works unless an additional agreement between RMHPL and the Artist is reached.

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.

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 for which the Artist negotiated sales during the exhibition period be donated by the Artist to RMHPL.

For any donations of \$20.00 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

\_\_\_\_\_  
Witness