

ART DISPLAY AT CITY HALL
PARTICIPANT PERMIT, RISK ACKNOWLEDGMENT, RELEASE, AND INDEMNITY
AGREEMENT

Please read thoroughly and carefully

1. **Permit to Display Art.** The City of Northfield (the "City") hereby grants the below Permittee a limited, terminable Permit to Display (the "Permit") Art as approved by the Arts and Culture Commission ("the ACC"), pursuant to the terms and conditions contained herein, at Northfield City Hall ("Premises" or "City Hall"), located at 801 Washington Street, Northfield, MN 55057, (the "Program").

2. **Permittee.**

Company/Individual: _____
Contact Person (if different from above): _____
Mailing Address: _____
City/State/Zip: _____
Phone: _____
Email Address: _____

3. **Term of Permit.** This Permit shall be in effect for a period commencing on _____, (the "Commencement Date and Time") and ending on _____, (the "Termination Date and Time"), unless otherwise terminated as provided herein ("Term").

4. **Rules for Display of Art at City Hall.**

- a. The ACC, acting for the City, shall determine what to exhibit, where to exhibit (the placement of artwork), and when to exhibit (the time period or "Term" for display) the Art at City Hall, in its sole discretion;
- b. The Premises for display of the Art are in "as is" condition, and the City does not guarantee the suitability of the conditions for the display of the Art at City Hall;
- c. The Art shall be installed and removed by the ACC or its designates, working with City personnel as necessary, at the commencement and end of the approved Term;
- d. Any work included in an exhibition needs to be framed and ready to hang, or ready for installation. It is the sole responsibility of the Permittee to determine whether the Art is compatible with the available wall mounting system at City Hall and to make modifications to the Art to ensure that the Art is compatible with such system;
- e. The ACC on behalf of the City reserves the right to reject artwork that it deems offensive to any race, age, creed, religion, gender, or disability.
- f. It is Permittee's responsibility, at Permittee's expense, to insure the Art from damage or theft while the Art is located at City Hall, and failure by Permittee to so insure Permittee's Art is at Permittee's sole risk.
- g. The Permittee may offer the Art for sale, however transfer of ownership may not take place until after the designated termination date and time, without permission of the ACC.
- h. "For the purpose of promoting this venue and project and the City of Northfield, the ACC shall have the right to photograph or photographically reproduce displayed work without consent of the permittee. The ACC and the City agrees to use these images for the sole purposes of marketing and promotion and will not sell said images for profit."

5. **Risk Acknowledgment, Release and Indemnity Agreement.**

I HAVE READ, UNDERSTAND, AGREE AND ACKNOWLEDGE THAT:

- a. The "Program" is to allow me, the Permittee, to display the Art in a designated area at City Hall;
- b. I am a voluntary participant in the Program;
- c. I will abide by all rules for participation in the Program. Failure to do so will result in refusal to display or removal of the Art from City Hall;
- d. I understand that, although the City takes utmost care to secure the artwork, there are risks inherent to the Program, which may involve damage to or theft of the Art. I freely assume the aforesaid risks and accordingly my participation in the activity shall be entirely at my own risk;
- e. **RELEASE AND INDEMNITY.** In consideration of permission granted to me by the City to participate in the Program, and for other good and valuable consideration, I hereby, for myself, my spouse (if any), my heirs, executors or administrators, and personal representatives:
 - i. Assume full responsibility for any personal injury or damage to my person or property that may occur, directly or indirectly, while participating in The Program;
 - ii. Fully and forever release, waive and discharge the City, its officers, employees, agents, volunteers and officials, from any and all claims, demands, damages, or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of my participation in The Program;
 - iii. Agree to indemnify and hold harmless the City, its officers, employees, agents, volunteers and officials for any acts or conduct by me of whatever kind or nature whatsoever, while participating in The Program;
 - iv. Agree to defend and to pay any costs or attorney's fees as a result of any action brought by or against the City, its officers, employees, agents, volunteers and officials for any acts or conduct by me of whatever kind or nature whatsoever, while participating in The Program;
 - v. Agree that it is my intent that this Participant Risk Acknowledgment, Release and Indemnity Agreement be in full force and effect at any time after the execution hereof;
 - vi. This release does not waive the City's liability for any injuries or damage to my property that I obtain as the result of the willful, wanton, or intentional misconduct by the City or any person acting on behalf of the City

6. **Signature.**

I, the undersigned, by executing this Permit/Agreement, state that I have carefully read the same and understand fully the contents hereof; that all of the foregoing information and statements are true and accurate to the best of my knowledge; that in executing this document I voluntarily accept all terms described herein without duress, coercion, undue influence, or otherwise; and that I intend to be legally bound hereby.

Signature: _____

Date: _____