

**NON-EXCLUSIVE
ART EXHIBIT AND DISPLAY AGREEMENT**

This Agreement made this ____ day of _____, 20__, by and between the City of Pittsburg, Kansas, (hereinafter the “City”) and _____, (hereinafter the “Artist”).

WHEREAS, the Artist desires and requests permission to exhibit and display his or her works of art within the Memorial Auditorium and Convention Center (hereinafter called “Memorial Auditorium”) owned by the City; and

WHEREAS, the City permits local artists to exhibit and display their works of art to the public in certain designated areas within Memorial Auditorium on the terms and conditions set forth herein.

WITNESSETH, that in and for consideration of the covenants and agreements contained herein, the parties agree as follows:

1. The City will provide the location for Artist’s exhibit and display as follows:
The location of the display: _____

Nature of art to be displayed: _____
Number of art pieces to be displayed: _____
(Please verify you will be able to fill the designated location or find a partner to help)
Duration of exhibit and display: _____

2. The Artist acknowledges and understands this agreement is non-exclusive in nature and that the City may in its sole discretion permit other Artists to display and exhibit their work in Memorial Auditorium at the same time of Artist’s display and exhibit.

3. The City acknowledges that Artist may desire to have a reception or other public gathering at the site of the exhibit and display for the purpose of announcing and promoting the exhibit and display of his or her work. The City may permit Artist to have a reception or other public gathering provided such reception or other public gathering is held during Memorial Auditorium regular business hours and will not interfere with any previously scheduled events at Memorial Auditorium. The date and time of Artist’s proposed reception or other public gathering is _____, 20__ at _____ .m. Artist’s proposed reception or other public gathering is subject to the express written approval of the Memorial Auditorium Manager.

4. The Artist agrees to be solely responsible for set up, installation and take down of his or her exhibit and display. All set up, installation and take down of Artist's exhibit and display must be performed during Memorial Auditorium regular business hours. (Note: Art Work to be hung should be framed or other arrangements made for appropriate display.)
5. The Artist agrees not to use nails, screws, tacks or other like devices that make holes in the walls to display his or her work. Artist agrees that all framed art must be hung on the walls with eye-screws two inches (2") from the top on the back of the art piece. Artist further agrees clear monofilament must be used to hang art on walls.
6. The Artist agrees that no glass or other sharp edges will be exposed that may cause injury to Memorial Auditorium staff and the public.
7. The City agrees that the Artist retains ownership of his or her work during the duration of the exhibit and display.
8. All sales of Artist's work which are on display at Memorial Auditorium will be negotiated between the Artist and prospective purchasers. All sales of Artist's work on display at Memorial Auditorium shall be handled through Memorial Auditorium and deposited in the City's daily cash accounting system. Twenty percent (20%) of the gross sale price per each piece of work on display will be retained by the City as consideration for permitting Artist to display his or her work at Memorial Auditorium. The City shall remit the remaining eighty percent (80%) of the gross sale price to Artist.
9. The Artist shall be solely responsible for any advertising or other promotion of Artist's display and exhibit at Memorial Auditorium.
10. The Artist agrees to make necessary provisions for the safeguarding and protection of his or her work while on display at Memorial Auditorium. Artist acknowledges and understands that Memorial Auditorium is open to the public and the City does not employ security personnel at Memorial Auditorium, and the display of his or her work is at his or her own risk of loss, vandalism, theft, damage, and destruction. Artist further understands that the City's insurance carriers will not cover loss, vandalism, theft, damage or destruction to his or her work while on display at Memorial Auditorium, and acknowledges that he or she has been advised to purchase insurance coverage to protect against the risk of loss, vandalism, theft, damage, and destruction of his or her work while on display at Memorial Auditorium.

11. The Artist hereby releases the City, its agents and employees, from any liability for loss, vandalism, theft, damage or destruction of his or her art work while on display at Memorial Auditorium, and further waives any claim he or she may have against the City, its agents and employees, should any loss, vandalism, theft, damage or destruction occur to his or her work while on display at Memorial Auditorium.
12. The Artist agrees to assume all liability for his or her negligence and the negligence of his or her agents and employees for damages to persons, property, and Memorial Auditorium caused by his or her work and display and exhibit. Artist further agrees to indemnify and hold the City, its agents and employees, harmless from any and all liability that may arise by reason of Artist's display and exhibit at Memorial Auditorium, including but not limited to, injury to persons and property, the payment of any royalties, and the payment of any damages for copyright infringement.
13. The City reserves the right to reject or prohibit all or any part of any exhibit and display at Memorial Auditorium that in the sole opinion of the Memorial Auditorium Manager is objectionable, unsafe, or not suitable for display at Memorial Auditorium.
14. The rights of Artist under this agreement are personal to Artist and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express written consent of the Memorial Auditorium Manager.
15. The failure of the City to insist upon the strict performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement by the City, shall not be construed as thereafter waiving any such terms and conditions in the future, but the same shall continue and remain in full force and effect as if such earlier forbearance or waiver had not occurred.
16. The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the impingement of the invalid provision.

17. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.
18. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
19. It is agreed that this agreement shall be governed by, construed and enforced in accordance with the laws of the State of Kansas and jurisdiction and venue for any dispute arising out of the terms of this agreement shall only be proper in the District Court of Crawford County, Kansas.
20. This agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original, but each of which together shall constitute but one and the same instrument.

IT IS THEREFORE AGREED by the City and the Artist that the Artist may display his or her art at Memorial Auditorium on the above terms and conditions.

The City of Pittsburg, Kansas

Artist (or representative) :

By: _____
 Jason Huffman, General Manager
 Memorial Auditorium & Convention Center

Address: _____

 Phone : _____
 Alt. Phone : _____
 E-Mail : _____

 Date

 Date