

KILLINGWORTH LIBRARY (the "Library")
301 Route 81, Killingworth, CT 06419

EXHIBIT LOAN AGREEMENT

Date of Application:

Exhibitor Contact:

Name:

Email:

Phone:

Address:

Description of Exhibit Items (you may attach photographs, sketches or other materials):

Approximate Space Requirements or Size of Items:

Value (aggregate and individual value of the items):

Please use additional sheets as necessary. For any work valued over \$1000 in the aggregate, the Exhibitor must provide proof of insurance.

Library to complete:

Exhibit approved for the dates of _____ to _____.

Exhibitor shall deliver to, install in and remove from the Library the above exhibit items according to the Library's Displays and Exhibits Policy. Exhibitor warrants that he/she possesses sole title to the exhibit items and that they are free of liens and do not infringe upon the work of any other person. *Any exhibit items that are not removed within thirty (30) days of the end of an exhibition term may be disposed by the Library in its sole discretion.*

As a potential Exhibitor of the Library, my signature below indicates that the above information is true and complete. I further agree to the terms set forth in (1) this Agreement, (2) the Waiver of Responsibility, attached hereto as Exhibit A, (3) the Certificate of Removal of Exhibit Items, attached hereto as Exhibit B, and (4) the Library's Displays and Exhibits Policy, as may be amended from time to time, a copy of which has been provided to me. I undertake to execute the Waiver of Responsibility prior to the exhibit of the exhibit items and the Certificate of Removal of Exhibit Items within two (2) days of the last day of the exhibit; provided that I shall be bound by them notwithstanding any failure or omission to execute either of them.

If I wish to amend the above information in any manner, I will submit such new information in writing to the Head Librarian of the Library with a reference to this Exhibition Loan Agreement. Any proposed amendments must be in writing and, in order to be binding on the Library, signed by an authorized staff member of the Library.

Exhibitor:

Name of Exhibitor: _____

Signature of Exhibitor: _____

Date: _____

Acknowledged and agreed:

Library:

Name: _____

Title (authorized staff member only): _____

Signature: _____

Date: _____

EXHIBIT A

KILLINGWORTH LIBRARY

WAIVER OF RESPONSIBILITY

In consideration of a public showing of the undersigned's items or materials ("exhibit items"), on or after the date hereof, in the Killingworth Library (the "Library") building, on the grounds or any other Library exhibition space, the undersigned does hereby, for himself/herself and his/her heirs and assigns, agree to indemnify, defend and hold harmless the Library, the Library Association, the Library's Board of Directors, the Head Librarian, the Town of Killingworth, and any officers, employees and agents of any of the foregoing (each an "Indemnified Party), from and against any and all claims, suits or actions of any kind, arising out of, resulting from or related to (1) the use of or exhibition in any Library exhibition space, (2) the showing, handling, moving or storage of any exhibit item, (3) the disposal of any exhibit items that are not timely removed pursuant to the terms of the Exhibition Loan Agreement or (4) any act or omission of any Indemnified Party or third person, in each case including, without limitation, any personal injury, property damage or any other claim. No Indemnified Party shall be liable for any losses including but not limited to any indirect, incidental or consequential damages. This waiver shall survive the end of the exhibit term.

Name of Exhibitor: _____

Signature of Exhibitor: _____

Date: _____

EXHIBIT B

KILLINGWORTH LIBRARY (the "Library")

CERTIFICATE OF REMOVAL
OF EXHIBIT ITEMS
(the "Certificate")

I certify that all of the exhibit items loaned to the Library under the Exhibit Loan Agreement, dated _____, by and between me and the Library have been removed by me and are in satisfactory condition and that I, for myself and my heirs and assigns, release the Library from any and all claims, suits or actions of any kind whatsoever.

If an exhibitor does not sign this Certificate and does not indicate in writing within two (2) days of the end of any exhibit that any exhibit items were either not removed or not in satisfactory condition upon removal, exhibitor will be deemed to have signed the Certificate as of the day following the last day of the exhibit and will be bound by the terms in the first paragraph hereof.

Name of Exhibitor: _____

Signature of Exhibitor: _____

Date: _____