

CITY OF SNELLVILLE APPLICATION AND
AGREEMENT FOR LOAN OF ARTWORK

THIS AGREEMENT, entered into this _____ day of _____, 2012, is by and between the City of Snellville (the "City"), a municipal corporation, and _____ (the "Lender"), (Lender's Address) _____

WHEREAS, the City has implemented a public art program pursuant to Resolution 2009-03, Allowing the exposition of artworks in public places an by authorizing a procedure for accepting, installing/displaying, and removing loans of works of art which must qualify according to the Procedures for loans of works of art as outlined in the Art in City Hall Program Policy and Procedures; and

WHEREAS, the Lender has offered to loan works set forth in Exhibit A or described below:

NOW, THEREFORE, the City and the Lender, for the consideration and under the conditions, promises and obligations hereinafter set forth, agree as follows:

Section 1 The work(s) of art are loaned by the Lender in its entirety to the citizens of Snellville to be managed on behalf of the citizens by the City through its Art in City Hall Program Policy and Procedure, the terms of which are incorporated by reference as if fully stated Herein. The Loan Period will begin _____, _____, and end _____.

Section 2 The City accepts the loan of artwork. The Lender shall cover cost of insurance. The Lender assumes sole liability or responsibility for loss, damage, or theft of the artwork.

Section 3 Copyright for the artwork is held by the Lender. The Lender can authorize the City to make and utilize photographs, video, film, or other reproductions of works loaned for the purpose of public relations in for a specific period of time agreed upon by both the Lender and the City. Such reproductions may be disseminated in newspapers, television broadcasts, radio, magazines newsletters, websites, and other media. A Release Form will be given to the Lender to release the artwork for publication.

Section 4 As a condition of Lender's participation in this program, Lender, his/her heirs, successors, and assigns agree to release and hold City, the Mayor and City Council of the City of Snellville, Georgia, the City's officials, employees, agents and assigns harmless for any injury, loss, delay, or any damage and expense incurred by Lender due to: (i) any incident beyond the City's, including the Mayor and City Council of the City of Snellville, Georgia, the City's officials, employees, agents, and assigns, reasonable actions and restriction; (ii) any events directly or indirectly caused by intentional or control, including, without limitation, act of Nature, crimes of violence, or government negligent acts or omissions by any third party, including but not limited to any member,

guest, employee or citizen; and (iii) any act or omission of the City, the Mayor and City Council of the City of Snellville, Georgia, the City's officials, employees, agents, and assigns.

IN WITNESS, whereof the parties have executed this Agreement on the date set forth above. Lender represents he/she has full legal authority to enter into this binding Agreement and that he/she Has read and agrees to the terms and conditions found in the City of Snellville's Art in City Hall Program Policy and Procedures.

City of Snellville
2342 Oak Road
Snellville, GA 30078

Lender: _____

Organization: _____

Address: _____
