

<p>City of Alameda</p> <p><b>Art in City Hall</b></p> <p><b>AGREEMENT AND WAIVER OF CLAIMS</b></p>
--

The undersigned is a member of an organization of artists (“the Organization”) and those artists (“the Artists”) own certain original works of art, photographs, or displays (“works of art”), the inventory of which is attached to this Agreement as Exhibit A. The Organization and the Artists, whose names are set forth in the attached Exhibit B, have authorized the undersigned, on behalf of the Artists, to request that the City of Alameda temporarily permit the display of the works of art in the Gallery Space Area of the Alameda City Hall. The Organization further acknowledge that in consideration of the City’s permitting the works of art to be installed and displayed in the Gallery Space Area of Alameda City Hall, its members and the Artists will be solely responsible for the mounting, framing and hanging of the works of art, and for the removal of the works of art after the end of the display period. The Organization and the Artists shall be financially responsible for making any repairs to the Gallery Space Area and its surrounding walls and area due to any damage, holes, scratches or marks arising from the installation and/or display of the works of art. The Organization and the Artists understand that the City of Alameda reserves the right to remove any works of art that are inconsistent with the Art in City Hall Guidelines.

The Organization, on behalf of itself and the Artists, hereby waive any claim for loss, damage or injury to the works of art or caused by the works of art, during the installation and display period and shall defend, indemnify and hold harmless the City Alameda and its officers, employees, and agents from and against any claim or suit for loss, damage or injury to the works of art or caused by the works of art while the works of art are at City Hall, including loss, damage or injury resulting from the acts of third parties, fire, or water, but excluding loss, damage or injury resulting from the sole active negligence of the City or of the City’s officers, employees or agents.

Display Period:	
Print Name of Organization and Name of Authorized Representative:	Telephone/E-mail:
Address:	
Signature of Authorized Representative	Date:

**Attach inventory of artwork to be displayed**

Please include: Title, Year and Media

Attach a list of the names of the Artists whose artwork will be displayed