



# south carolina STATE LIBRARY

## Art Exhibit Release of Liability Agreement

Artist/Exhibitor grants permission for the SC State Library (“Library”) to reproduce his/her name, information describing his/her work, representations of his/her work and any other information he/she has provided for the purpose of display, promotion and publicity either now or in the future.

Artist/Exhibitor agrees to display, pack, and transport his/her artwork at his/her own risk and expense.

If Artist/Exhibitor is not available on-site to display, re-pack or re-transport his/her work, he/she gives permission to the Library to do so on his/her behalf at his/her own risk and expense. Artists must retrieve their work no later than three days after the end of the exhibit. After that date, the Library cannot provide storage space. Works left over 30 days become the property of the Library.

## Release of Liability

The Library shall not be liable for any damage or loss of Artist’s/Exhibitor's work, equipment or other personal property arising out of the above exhibitions/displays, the mounting and/or any other activities involved in the preparation and/or presentation of the exhibitions/displays. Artist/Exhibitor agrees to assume all risk of damage to or loss of his/her own art from whatever cause. Artist/Exhibitor further agrees to release and to hold harmless the Library, directors, employees, volunteers, interns and patrons from any and all liabilities and damages to art work and/or persons as a result of any part of Artist’s/Exhibitor's participation in the Exhibit.

If artwork is for sale during the time of the exhibit and sold, the sold item(s) must remain on exhibit until the exhibit is concluded. Any sales transactions will be coordinated privately between the artist and purchaser.

The Library reserves the right to delay or cancel any exhibit or show due to an unforeseen situation or need of the library to preempt the space. The Artist/Exhibitor will be notified of this decision within three business days of such delays or cancellations.

The Library will be responsible for press releases, publicity and signage for the exhibit. Permission to photograph and reproduce any artwork accepted for exhibition for publicity purposes only is considered granted to the Library.

## Indemnification

Artist/Exhibitor shall indemnify, save and hold harmless the Library, directors, employees, volunteers, interns and patrons from any and all claims, demands, causes of action and judgments, losses, costs and expenses, including but not limited to reasonable attorney's fees, arising due to the negligence of Artist/Exhibitor, their employees, or other personnel hereunder, including but not limited to any representation, warranty, term and/or condition of this Agreement.

## Insurance:

Artist/Exhibitor shall be solely and exclusively responsible to insure properly and adequately their work and property. The Library does not carry insurance on artwork loaned to the Library for exhibition. The Library assumes no responsibility for theft, loss, damage or destruction of items left for display. By signing this Agreement, an exhibitor exempts the Library and its employees from all liability with respect to items on exhibit.

## Assignment

Neither party shall assign to transfer any of its rights nor obligations under this Agreement. Any attempt to do so shall be void and of no effect.

## Waiver and Effective Nullity

Waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any provision by such party at any time hereafter. The nullity of any provision hereunder shall not affect the validity or enforceability of the remaining provisions hereunder of the Agreement, which shall survive.

Artist/Exhibitor  
(Please Print):

---

Signature:

---

Date:

---

(No artwork will be considered for display without this signed form.)

Contracts should confirm the specific details of the content of an exhibition such as:

- name and address of the borrowing organization and lender,
- details of the work to be borrowed/lent,
- insurance and transport arrangements,
- condition reporting procedures to be undertaken,
- time frame,
- dispute resolution,
- copyright and documentation agreements

## Exhibition Schedule

Date to bring materials to Library:

Dates for materials to be on display at the Library:

Date for owner of material(s) to pick up items from Library:

## Detailed Exhibition Information

(Required for each item)

Artist Name

Contact Information

Location

Biography

Title of item

Description of item

Value of item

## Security

Limited Security is provided for panel, freestanding or wall-hung exhibitions at the Library and fulfill the following conditions:

### SPACE

Exhibitions are most often displayed on the first floor area of the library, with public access. However, exhibits may be relocated to other areas of the library based on events taking place at the time.

### PROTECTION

- A Library staff member, volunteer, or intern is usually in the room with the exhibition and may be performing other duties as well as watching the exhibition.
- The library is locked and secure during closing hours.

### ENVIRONMENTAL CONTROLS

If possible, direct sunlight is diffused to prevent fading of materials on display.

### LIST OF WORKS LOANED

1. ARTIST .....
2. TITLE .....
3. Description
4. DATE OF WORK .....
5. MEDIUM/Materials.....
6. EXACT FORM AND LOCATION OF INSCRIPTION .....
7. DIMENSIONS .....
8. INSURANCE VALUE .....

### MATERIALS USED FOR WALL DISPLAY

Wall display hangings should be properly affixed using approved methods only. Depending on the surface, wall hangings that are temporary should be easily removed and not damage the wall's surface. Examples include click rail systems, cable systems, classic gallery systems, acrylic pocket displays, tensioned cable

systems, etc. Options for hanging items depend on the weight of the item. All final decisions on this matter are at the sole discretion of the library staff.

- For items weighing more than one pound, a cable hanging system is recommended.
- For items weighing one pound or less, non-marking approved adhesive products, such as Command™ Small Picture Hanging Strips are recommended.

*Last updated: August 23, 2017*