LIVINGSTON PUBLIC LIBRARY
AGREEMENT TO PLACE OR ERECT AN EXHIBIT/DISPLAY

By my signature below, I understand and agree that my application and, if approved, my opportunity to exhibit, are subject to the following terms and conditions:

1. The proposed exhibit may not be of a commercial or partisan nature because the Library will not accept exhibits that are of a commercial or partisan nature.

   Artists and artisans who feature items in their exhibit, which they personally created, may offer such items for sale to the public, however, displayed items available for purchase may not include a price tag.

2. All requests to exhibit are subject to the approval of the Library Director or his/her designee. All exhibitors must receive written approval from the Library before they may place any items on display within the Library. Items placed for display without prior written approval will be removed and discarded without notice.
   a. Outside exhibitors may exhibit no more frequently than once in any three-year period.
   b. All proposed exhibitors must submit a completed Request To Place or Erect an Exhibit Application, and must submit photographs or samples of all items to be displayed, or representative photographs of their work along with their Application. The Library will return to the proposed exhibitor the pictures and/or samples of the work, which the proposed exhibitor submitted for consideration, however, the Library assumes no liability for any damage that may occur to submitted pictures or work samples.
   c. The Library reserves the right to refuse to exhibit any work it considers inappropriate, unsuitable, or not in keeping with its objectives. The Library will not accept any exhibits which it determines to be obscene, sexually explicit, pornographic, or potentially harmful to children; or which advocate for a particular candidate, political party or political cause; which promote or encourage racism, sexism or any form of discriminatory conduct; or which encourage unlawful conduct. The Library is not required to give a reason for not accepting/approving any proposed exhibit.

3. The use of the Library’s facilities by outside exhibitors for exhibits is not a right but a privilege, which is subject to ongoing review and approval by the Library Director.

4. If the Library approves a proposed exhibit, it will designate specific dates: when the exhibitor can deliver the approved exhibit to the Library, when the exhibitor can come in and set up the exhibit, the starting and ending dates of the exhibit, and when the exhibitor must dismantle and remove the exhibit. The Library may adjust the duration of any exhibit, at its discretion.
a. Any exhibit must be delivered and installed on or by the scheduled dates or the Library may not allow the exhibit to go forward. The Director has final word on all aspects of exhibits.

b. All art works appropriate for framing must be framed and properly wired for hanging by the exhibitor and at his/her/its own expense. An exhibitor must provide, at his/her/its own expense, all supplies for exhibiting art works. The exhibitor is responsible for hanging and dismantling works hung on the walls; if requested, an available staff member may assist an exhibitor. Arrangement of exhibits shall be done under the supervision of a staff member.

5. The exhibitor must install and dismantle and remove the exhibit completely from the display cases or exhibit area within three (3) business days following the end date of the exhibit. Otherwise, the Library staff will remove and store any exhibits remaining for more three (3) business days following the end date of the exhibit.

a. The Library has no secure facilities for storage and assumes no responsibility for any damage caused to any items included in or around an exhibit or display.

b. After fourteen (14) days, the Library will dispose of all uncollected exhibit items and shall incur no liability or indebtedness to the exhibitor or any other person for such actions.

c. The exhibitor may be required to pay a fee for storage of exhibit items not promptly removed, prior to the Library returning or disposing of such items.

6. Approved exhibitors must provide the Library with information about the exhibit at least two (2) and not more than four (4) weeks prior to the scheduled set-up date for the exhibit. The information should include a list of the works which will be displayed and information about the exhibitor and the work.

a. The exhibitor also shall prepare any publicity and press releases and submit them to the Library Director or his/her designee for approval before the exhibitor distributes any such publicity.

b. If an approved exhibitor proposes to hold a reception to mark the opening of an approved exhibit, the exhibitor must submit a separate application to use the Library’s Program Room, and may incur a fee. Approval of any such request is subject to availability and timing.

7. Approval of an exhibit to display within the Library does not indicate endorsement by the Library or the Library’s Board of Trustees, of the issues, events, or services promoted by those materials. The Library and the Board of Trustees do not advocate or endorse any of the ideas, issues, events or services promoted by or included within exhibits allowed within the Library.
8. The exhibitor shall indemnify and hold harmless the Library, including the Library Board of Trustees, and the Township of Livingston, and each of their respective employees, agents, elected and appointed officials (collectively, the “Livingston parties”) from any damage to any portion of the exhibitor’s exhibit, and for any damage caused by the exhibitor to the Library or its facilities and other property, and to the property of any patron, staff member, or other exhibitor.

   a. The Library will try to protect exhibits, displays and their content in the same manner as it protects other displays in the Library, but neither the Library or any of the Livingston parties shall be responsible for any loss or damage to all or any part of any exhibit or display.

   b. The exhibitor shall carry his/her/its own liability insurance in amount of not less than $250.00 per occurrence to indemnify themselves and/or the Library, as appropriate, in the event any part or all of an exhibit or display is damaged, destroyed or lost or if their display or exhibit causes any harm to any person, to the Library, its property or the property of any patron, staff member or exhibitor.

   c. The exhibitor hereby releases and relieves the Library and the Livingston parties of any responsibility for any loss or damage to any exhibit or display or its contents. Exhibitor also agrees to indemnify and hold harmless the Library, including the Livingston parties, from liability for any damage to exhibitor’s exhibit, and for any damage caused by the exhibitor or exhibit to the Library or its facilities or property, or to the property of any patron, staff member, or other exhibitor.

9. All exhibits are subject to the terms of the Livingston Public Library’s Exhibits and Displays Policy.

10. This Agreement shall remain in full force and effect from the date Exhibitor first signs the Agreement and will remain in effect for a period of three (3) years after exhibitor dismantles and removes the exhibit or display.

I READ THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. IF I AM SIGNING ON BEHALF OF AN ORGANIZATION, ENTITY OR GROUP, I REPRESENT AND AGREE THAT I AM AUTHORIZED TO SIGN ON BEHALF OF AND CONTRACTUALLY OBLIGE THE ORGANIZATION, ENTITY OR GROUP I REPRESENT.

NAME OF EXHIBITOR:

By: __________________________
Name: _________________________
Title (if applicable) ______________
Date: _________________________