

ARTIST USE AGREEMENT

This Artist Use Agreement (“Agreement”) is made on this _____ of _____, 202_ between:

_____,
(the “Artist”), with a mailing address of:

and the **BAINBRIDGE PUBLIC LIBRARY**, a Washington Nonprofit Corporation (“**BPL**”), with a mailing address of P.O. Box 11815, Bainbridge Island WA, 98110.

VENUE. The Artist has requested to temporarily make use of BPL’s Large Meeting Room (LMR), which is located on the Library’s main floor, just off the entrance lobby in accordance with BPL’s Exhibiting Artist Policy and this Agreement.

I Agree _____

ACCESS. BPL grants Artist access to use the designated walls in the LMR for hanging/displaying the Artist’s work during the entire Use Period.

I Agree _____

NON-DISCRIMINATION. The Artist will not discriminate nor restrict access to the LMR and/or the artist’s exhibition of work based on race, creed, color, religion, national origin, age, sex, gender, marital status, sexual/gender preference or orientation, the presence of any sensory, mental, or physical disability and/or any discrimination prohibited by Washington State and/or Federal Law.

I Agree _____

USE PERIOD. The Use Period shall begin on the date and time arranged through info@bainbridgepubliclibrary.org for set up (hanging/displaying the Artist’s work) and terminate on the date and time arranged through info@bainbridgepubliclibrary.org for the removal of Artist’s work (approximately one month).

I Agree _____

SET UP AND REMOVAL.

A. Set up and removal shall be performed on a date and time scheduled in advance by email through info@bainbridgepubliclibrary.org. **Scheduling of the set up and removal must be on the calendar at least a month in advance of the Use Period, since set up and removal of the Artist’s work must occur when the LMR room is not in use.** The link to review the schedule for the LMR and determine when LMR will not be in use is: <https://www.bainbridgepubliclibrary.org/meeting-room-calendar.aspx>

I Agree _____

B. The Artist is responsible for all set up, labeling, and removal of the Artist’s work. Kitsap Regional Library (KRL) employees **WILL NOT** be asked for assistance and **WILL NOT** be responsible for helping the Artist.

I Agree _____

C. Artwork can only be hung/displayed on all walls with hanging rails.

I Agree _____

D. Upon request of the Artist, any available easels owned by BPL will be provided to Artist, for use during the First Friday Reception only. At the conclusion of the First Friday Reception, Artist will remove and return the easel(s) to BPL and only art hung on designated walls may remain for the remainder of the Use Period.

I Agree _____

E. The Artist will follow the instructions for hanging/displaying and labeling the Artist’s work which are set out in the Addendum attached to this Agreement and incorporated by reference as rewritten herein.

I Agree _____

F. Artist is encouraged to visit the LMR, prior to the beginning of the Use Period to plan the layout of the Artist’s work and understand the hanging system.

I Agree _____

G. The Artist shall be liable for all damages, costs to BPL, and attorney’s fees resulting from the Artist not returning the Venue to BPL in the same condition as at the start of the Use Period, including but not limited to: (a) physical damages to the Library, LMR, and/or Library property, and (b) and/or loss of reputation or opportunities that BPL may incur because of the actions by the Artist.

I Agree _____

SALE OF ART The Artist may sell the Artist’s work displayed in the LMR. Sales are between Artist and buyer. BPL is not involved in/with any such sale. The Artist is responsible for all required licensing, tax withholding, and tax payments.

I Agree _____

A. Artist is invited to donate 25% of each sale of a displayed work to BPL at the close of the Use Period. Such donation should be by check, addressed to BPL, PO Box 11815, Bainbridge Island, WA, 98110, and designated as an art exhibit donation.

I Agree _____

PUBLICITY

A. By the 10th of the month preceding the exhibition, the Artist will provide:

1. A copy of the Artist’s statement of experience and/or philosophy, along with the title of the exhibition, and at least two .jpg images to Linda Meier, a BPL volunteer and not a BPL or KRL employee.

Transfer of these materials should be made by emailing Linda Meier at lindameier2000@gmail.com. Linda will forward the information to the media.

2. Digital images of the artwork in .jpg files about 1MB in size (not TIFF or high-resolution) that will be reduced to fit into a 250 x 250-pixel frame. Include the title of each item. BPL may post all or some or all the images of art on display.

I Agree _____

B. Artist is **highly encouraged** to do further publicity on their own.

I Agree _____

FIRST FRDAY RECEPTION

A. Artist will be present during the First Friday Reception hosted by the BPL on the first Friday of the month occurring during the Artist’s Use Period, between the hours of 4:30 pm to 7:30pm.

I Agree _____

B. Artist will provide light refreshments, beverages (e.g., wine, sparkling water),

napkins, and plates. BPL will provide glasses for the First Friday Reception. If Alcohol is to be provided by the Artist, the Artist will notify BPL at least 24 hours prior to the start of the reception, and BPL will be responsible for both providing a Washington State certified server and serving the Alcohol provided by the Artist.

I Agree _____

C. Artist will wear a name tag during First Friday Reception.

I Agree _____

RELEASE OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS

A. In consideration of the grant of access to and/use of the LMR during the Use Period, at no cost to the Artist, the Artist:

1. RELEASES BPL, its EMPLOYEES, VOLUNTEERS, BOARD OF DIRECTORS, INDIVIDUAL DIRECTORS, INDIVIDUAL DIRECTORS’ FAMILIES, AGENTS, REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS from any and all claims, demands, actions, causes of action, suits, costs or expenses, upon or by reason of any damage, loss, injury or suffering, known or unknown, on account of or in any way arising from, or relating to, or which may have resulted or in the future result from the Artist’s use of the LMR to display and/or sell the Artist’s art work.

I Agree _____

2. INDEMNIFIES, PROTECTS, DEFENDS, and HOLD HARMLESS BPL, its EMPLOYEES, VOLUNTEERS, BOARD OF DIRECTORS, INDIVIDUAL DIRECTORS, INDIVIDUAL DIRECTORS’ FAMILIES, AGENTS, REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS, to the full extent permitted by Washington Law, from and against any and all claims (even if such claims may prove to be false, groundless, or fraudulent), demands, losses, costs, expenses, liabilities, penalties, causes of action and damages of every kind and character (including reasonable attorney fees) which may be asserted by any third party in any way related or incident to, arising out of, or in connection with Artist’s use of the LMR and/or persons viewing the Artist’s work, (e.g. invitees, attendees, or any other third party entering onto the BI Library’s property as a result of Artists’ occupation of BPL’s property under this Agreement, including but not limited to: (a) the Artist use of the LMR, and/or (b) any negligent, intentional, or wrongful act or omission committed by the Artist.

I Agree _____

NO SPONSORSHIP, ENDORSEMENT OR APPROVAL BY BPL.

A. BPL’s agreement to/signature on this Agreement does not indicate an endorsement and/or sponsorship of the Artist’s and/or the Artist’s work or philosophy.

I Agree _____

DISPUTE RESOLUTION.

A. Should any dispute or difference arise between the Parties regarding the interpretation, rights, duties, or liabilities under this Agreement, both Parties agree to engage in good faith negotiations to resolve the dispute for a period of no less than thirty (30) days before initiating any legal proceedings. If the dispute still cannot be resolved, either party may initiate a legal action in a court in Kitsap County, WA with jurisdiction over the matter. In the event of litigation, each Party will bear its own attorney’s fees and costs, except as otherwise provided in this Agreement.

I Agree _____

CHANGES, CANCELLATION AND TERMINATION.

A. BPL reserves the right to cancel this Agreement at any time and for any reason upon providing at least thirty (30) days’ written notice to the Artist.

B. The Artist reserves the right to cancel this Agreement at any time and for any reason upon providing written notice, at least thirty (30) business days prior to the beginning of the Use Period, to BPL.

C. If BPL is unable to make the LMR available for any reason outside of their control, including, but not limited to, damage to the Venue, local emergencies, acts of God, or any other types of natural disasters, this Agreement shall be canceled by BPL.

I Agree _____

GOVERNING LAW.

This Agreement shall be governed under the laws in the State of Washington.

I Agree _____

ENTIRE AGREEMENT. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Artist and BPL.

I Agree _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above. Each individual signing below on behalf of a Party hereby represents and warrants that they are duly authorized and have the legal capacity to execute and deliver this Agreement on behalf of said Party.

Artist’s Signature: _____ **Date:** _____

Print Name: _____

Phone Number: _____

Email: _____

Please make a copy of the Agreement signed by you for your files and return the Agreement with your original signature to:

Bainbridge Public Library
Post Office Box 11815
Bainbridge Island, WA 98110

BPL's Signature: _____ **Date:** _____

Print Name: _____

Meeting Room Coordinator Kelli McCann
Phone: 206-866-1250
Email: info@bainbridgepubliclibrary.org

ADDENDUM TO ARTIST USE AGREEMENT

Art Hanging Systems in the Large Meeting Room

There are two hanging systems in the BPL large meeting room: AS Systems on the sliding panels and STAS on walls. Both use cables with sliding hooks for hanging framed artwork, allowing for infinite height adjustment within the length of the cable. Cables can be moved laterally, allowing different horizontal placement within the confines of the track. There are differences in use.

General note: The more slack in the picture wire and the further down the attachment point to the picture frame, the further the art will lean out from the wall. Especially for the STAS system because the cables are only attached at the top, it is best to attach picture wire no more than one quarter of the way down the frame, not taut, but with not much slack in the wire.

A dab of sticky putty at bottom corners of artwork may be used to stabilize. **Please do not apply to any part of the hanging system.**

AS System

- To move a hook upwards on the cable, just push it up. To move it down, squeeze the crown and body of the hook assembly together.
- To move cables laterally, *slightly* unscrew the barrel assembly at the bottom of the cable to relieve tension, slide the cable to the desired position and re-tension by screwing the barrel together. ***Please do not completely unscrew the barrel.***
- Remember, the panels move and will be moved many times while your show is up. The clearance between panels is nominally **2-1/2"**. Your artwork will hang forward no matter how closely you follow the general note above, so plan for this when selecting which pieces to hang on the panels and which to hang on the wall.

STAS System

- To move a Zipper (hook) upwards on the cable, just push it up. To move it down, squeeze the button on the side.
- Cables move laterally quite easily if pushed at the rail attachment.
- To stack pieces vertically, it works better to use two cables.
- To hide excess cable that hangs below the artwork, determine the Zipper position and coil the excess so it is behind the artwork