ART EXHIBITION AGREEMENT

THIS AGREEMENT is made this _______ day of ____________, 20__, by and between the TOWNSHIP OF LOWER MERION, 75 East Lancaster Avenue, Ardmore, PA 19003 ("Township"), the LOWER MERION LIBRARY SYSTEM ("LMLS"), ____________________________________________ (Local Library) and ____________________________, ____________________________ [address] ("Exhibitor").

BACKGROUND

A. LMLS consists of six (6) member public libraries (each a "Library", and collectively the "Libraries") within Lower Merion Township and is the public library system for the Township.

B. LMLS and the Libraries permit artists to have their works of art publicly displayed within the Libraries.

C. LMLS has adopted an official policy regarding the display of works of art and exhibits within the Libraries.

D. The LMLS Art Exhibition Policy is attached as Exhibit "A".

E. Exhibitor desires to display works of art or an exhibit within one of the Libraries.

NOW THEREFORE, the Township, LMLS, the Local Library, and the Exhibitor, intending to be legally bound, do hereby agree as follows:

1 Background. The above Background is incorporated by reference as if fully set forth herein at length.

2 LMLS Art Exhibition Policy. Exhibitor agrees to follow and comply with the LMLS Art Exhibition Policy.

3 Term of Agreement. The term of this Agreement shall be for the period of _______________, 20__ to ________________, 20__. This Agreement shall not be automatically renewed and no renewal shall occur without the express written agreement of LMLS and the Local Library at which the works of art or exhibit is displayed.

4 Art Display/Exhibit. Subject to complying with the LMLS Art Exhibition Policy, Exhibitor may display ________________ at ________________ Library.

5 Release and Waiver. Exhibitor forever releases and discharges the Township, LMLS, Local Library, and their elected and appointed officials, trustees, officers, employees and authorized volunteers, and their heirs, executors, administrators, and assigns, from any and all manner of damages, claims and demands whatsoever by reason of any loss, damage, defacement or injury to Exhibitor, to Exhibitor’s employees, related artists, representatives, and assistants, etc. or to Exhibitor’s works of art or exhibit arising out of this Agreement.
6 Amendment. This Agreement may only be amended in writing signed by the Township, LMLS, Local Library, and Exhibitor.

7 Assignment. This Agreement may not be assigned or transferred.

8 Interpretation. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

________________________________  By: _____________________________
, Township Secretory

_______________________________  By: _____________________________
, Township Manager

ATTEST:

Name: _____________________________
Title: _____________________________

ATTEST:

Name: _____________________________
Title: _____________________________

ATTEST:

Name: _____________________________
Title: _____________________________

ATTEST:

Name: _____________________________
Title: _____________________________

TOWNSHIP OF LOWER MERION

By: _____________________________

LOWER MERION LIBRARY SYSTEM

By: _____________________________

LOCAL LIBRARY

By: _____________________________

EXHIBITOR

By: _____________________________