



CITY OF LIBERTY HILL
P.O. BOX 1920
LIBERTY HILL, TX 78642
512-778-5449

**LOAN APPLICATION & AGREEMENT FOR THE DISPLAY OF ART
IN PUBLIC PLACES**

Owner/Lender Information

Name of Owner/Lender : _____
Address: _____

Contact Information

Phone: _____ Cell Phone: _____
Email: _____
Website: _____

Artist Biography

Artist Photo or Self-Portrait

(Send photos to bwernemann@libertyhilltx.gov)

Owner/Lender Insurance

- Does owner/lender waive coverage under the City insurance policy? Yes No
 - o If yes, please provide proof of insurance
- Do the parties agree to waive all insurance coverage? Yes No
 - o If yes, state value of art (list each piece separately)

Rules for Loaning and Exhibiting Art

- Art must be mounted, framed or wrapped-canvas and have wires/saw-tooth hangers so it can be hung
- Owner/lender must agree to the Conditions of Loaning (See Attachment)
- If art is available for sale, please provide the title, price, and contract information on 3"x5" notecards and attach to the front of each piece
- Art must be delivered and picked up on the agreed day and times specified for each exhibit period by the City. The delivery and pick up location is the City of Liberty Hill Administration Office (926 Loop 332, Liberty Hill, TX 78642)

ATTACHMENT A – CONDITIONS GOVERNING LOAN OF ART

Objects on loan to the City of Liberty Hill shall remain in its possession for the specified time of the exhibit unless arrangements are made otherwise, and agreed to by all parties.

Care & Preservation – The City shall take every reasonable precaution to secure the safety of the loaned artwork, but the City is not responsible for damage or theft. Evidence of damage to objects at the time of receipt or while in City custody will be reported immediately to the owner/lender. The owner/lender certifies that the objects lent are in good condition and will withstand ordinary strains of packing and transportation.

Transportation & Packing – Cost of transportation, packing, method of shipment and delivery is borne by the owner/lender. The City is not responsible for objects damaged during shipping or delivery.

Insurance - Unless otherwise instructed in writing or provided elsewhere in this agreement, the City's insurance policy will provide coverage for loaned objects for the amount specified on the Detail Art Description Form. Coverage shall include all risks of physical loss or damage from covered perils while on location during the exhibit. Coverage is subject to the deductible as indicated on the insurance policy. The City will pay for damages up to the maximum deductible amount for objects damaged while on loan and located at a City-owned or leased location, unless the damage is caused by the owner/lender's intentional or negligent acts or omissions. The City is responsible for loaned items only during the term of the loan.

The policy and coverage referred and provided hereunder are subject to the exclusions stated in the policy. A certificate of insurance will be sent upon request.

If the owner/lender waives coverage under the City policy and chooses to maintain their own insurance, the City must be supplied with and approve a certificate of insurance naming the City as an additional insured and waiving subrogation against the City, unless the exhibit is valued at less than \$1,000 and the parties agree to completely waive coverage. If the owner/lender chooses to maintain their own insurance, this loan agreement shall constitute a release holding the City, its officers, agents employees and contractors harmless from any liability in connection with this agreement. Furthermore, the owner/lender shall indemnify the City, its officers, employees, agents, representatives and successors from any and all manner of actions, cause actions, rights, suits, covenants, contracts, agreements, judgments, claims, and demands, whether in law or in equity, resulting from this agreement. The City does not accept responsibility for any error or deficiency in information furnished to the owner/lender's insurer or any lapses in coverage. By mutual consent of the owner/lender and the City, the City may disclaim liability for items valued at less than the City insurance policy deductible.

Publicity & Photography – Unless the city is notified to the contrary, it is understood that loaned objects may be photographed and reproduce in City publications and for publicity purposes connected with the exhibition.

Inspection of Artwork – The owner/lender shall inspect all artwork at the time the lender picks it up and shall advise the City of any damage at that time.

Compliance with Policy – The City and owner/lender shall comply with the terms of the policy, attached hereto and incorporated herein by reference, for all purposes.

OWNER (Lendor)

CITY OF LIBERTY HILL (Borrower)

Signature

Signature

Date

Date