

Consent to Display of Artwork

THIS CONSENT TO DISPLAY OF ARTWORK (this “*Agreement*”) is made effective _____ 2015 by the artist (“*Artist*”) identified below in favor of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, Utah 84047 (“*City*”).

RECITALS:

A. Artist owns and is the sole creator of certain artwork (the “*Artwork*”) that Artist desires to be displayed at the Whitmore Library in Cottonwood Heights, Utah (the “*Venue*”) between approximately 21 September to November 1, 2015 (the “*Display Period*”).

B. City, through its Cottonwood Heights Arts Council, desires to display the Artwork at the Venue during the Display Period in connection with such council’s purpose of increasing awareness and appreciation of the arts in the City, all as specified in this Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the legal sufficiency of which is hereby acknowledged, Artist agrees as follows:

1. Permission; Identification. Artist authorizes City to display the Artwork at the Venue during the Display Period. When delivering the Artwork to City for such display, Artist shall submit to City a description of the Artwork, including its size in inches, the medium used (oil painting, watercolor, photograph, etc.), value, and other identifying information. City may review and copy that description and/or obtain a clear color photograph or digital image of the Artwork which depicts its condition before it is displayed at the Venue. City may freely use images showing the Artwork for purposes of advertising the display at the Venue and/or reporting such display to the City’s residents.

2. Location. The Artwork may be displayed at such location(s), and in such manner, within the Venue as City reasonably may designate.

3. Display Period; Removal. The Artwork may be displayed on City’s behalf throughout the Display Period. Upon termination of the Display Period, Artist shall coordinate removal of the Artwork with City. City shall have no responsibility for safeguarding the Artwork before, during or following the Display Period.

4. Waiver and Release. Artist waives and releases City from any claims, damages or liability resulting from damage to, or loss of, the Artwork unless such loss or damage is due to the intentional misconduct or gross negligence of City’s officers or employees.

5. General. This Agreement represents the parties’ entire agreement and shall be construed under Utah law. No written or oral agreements made prior to this Agreement are binding upon the parties in any manner. Only written modifications to this Agreement signed by the parties shall be valid and binding.

DATED effective the year and date first above written.

Artist’s Signature

Artist’s Name _____

Parent/Guardian Signature (if Artist is under age 18)