

**West Fargo Public Library**  
**Board Policy: Exhibits Policy and Waiver of Liability**  
Approved: 2/14/2013

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As a cultural and educational institution, the West Fargo Public Library hosts exhibits of general interest and enrichment to the community. Exhibits may be cultural, educational, historical, or civic in nature, and must be approved by the Library Director. The Library reserves the right to reject any part of an exhibit or display, and to limit the size and placement of items. The duration and location of the display are completely at the discretion of the Library. The exhibitor is responsible for proper, safe, and timely installation and removal of the display. The Library does not provide porter service, storage space, or special furnishings. Exhibits may contain information about the exhibit and/or the exhibitor. Buying/selling and other commercial transactions are not allowed in the library.

The Library assumes no responsibility for the preservation or protection of items displayed, and no liability for possible damage or theft of any item exhibited. All items displayed in the Library are placed there at the owner's risk. Items may be placed in an unattended area. The Library does not carry insurance on artwork/items loaned to the Library for exhibit. The exhibitor shall be responsible for obtaining insurance coverage, if any, concerning loss or damage to the property. Exhibitors must sign a release (Exhibit Waiver of Liability, below) before any artifact can be displayed.

Unless the Library is notified in writing to the contrary, it is understood that objects on display may be photographed and reproduced in library publications and for publicity and documentary purposes.

The Library Director reserves the right to make exceptions.

**Exhibit Waiver of Liability Form**

I, the undersigned, have read and accept the above policy, and I hereby lend the described items to the West Fargo Public Library for exhibit purposes.

*Description of items for display:*

In consideration of the privilege of exhibiting them in the Library, and in addition to holding the Library, its employees and the Library Board of Directors harmless from any and all claims arising out of or related to the display and storage of the above items, I agree to indemnify and defend the Library, its employees, and the Library Board of Directors from any and all actions brought against the City relating to or arising out of the Library, its employees, and the Library Board of Directors displaying and storing the above described items. Said indemnification shall include, *inter alia*, attorneys' fees, damages, whether punitive, economic or compensatory, and costs and disbursements. However, this paragraph shall not apply to suits against the Library arising out of its negligence or intentional acts, or those of its employees, agents or designees. I specifically agree and acknowledge that this indemnification provision shall survive the termination of this agreement.

Exhibitor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Exhibitor address: \_\_\_\_\_

Exhibitor phone: \_\_\_\_\_ Email: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_