

AGREEMENT FOR “SIERRA-NEVADA AUTUMN” PHOTOGRAPH EXHIBIT AT BARTLEY RANCH REGIONAL PARK

THIS AGREEMENT, entered into this _____ day of September, 2015 by and between:

Name: _____

hereinafter referred to as “Exhibitor” and Washoe County, a political subdivision of the State of Nevada, through the Department of Regional Parks and Open Space for its Bartley Ranch Regional Park, 6000 Bartley Ranch Rd., Reno, Nevada hereinafter referred to as “County”, for the exhibition of photographs.

RECITALS:

WHEREAS, The Department of Regional Parks and Open Space desires a Photo Exhibit at the Bartley Ranch Regional Park; and

WHEREAS, Exhibitor agrees to provide photographs for such Exhibit pursuant to the terms and conditions of this Agreement and subject to all requirements;

NOW, THEREFORE, Exhibitor and County agree as follows:

DURATION OF AGREEMENT:

Exhibitor and County agree that the Exhibitor shall deliver his/her photographs by September 25, 2015 to the Western Heritage Interpretive Center at Bartley Ranch Regional Park. Exhibitor agrees to pick up photographs by November 15, 2015.

INDEMNIFICATION AND HOLD HARMLESS:

Exhibitor agrees to hold harmless and indemnify County, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of Exhibitor’s negligent acts, errors or omissions while transporting or displaying artwork on County property.

Exhibitor further agrees to hold harmless and release County from any and all responsibility for any loss or damage to artwork or other property of Exhibitor while in transit or on display on County property, excepting any loss arising directly out of negligent acts, errors or omissions by County, its officers, agents, employees and volunteers.

County agrees to hold harmless and indemnify Exhibitor, to the extent limited by law, for any claims, demands or loss arising from negligent acts, errors or omissions by County, its officers, agents, employees

and volunteers. County does not waive and intends to assert any liability limitations available pursuant to Chapter 41 of NRS in all cases.

EXHIBITOR RESPONSIBILITY:

Under the terms of this Agreement:

1. Exhibitor shall check-in photographs with Andrew Brown, County Employee, or his designated representative.
2. Exhibitor warrants that the photograph(s) is/are his/her own original creation and is the unencumbered property of Exhibitor.
3. Exhibitor shall deliver photographs in a 'ready-to-hang' condition.
4. Any maintenance or repair caused by other than normal operation will be the responsibility of the Exhibitor.
5. At conclusion of Exhibit, Exhibitor shall check-out photographs with Andrew Brown, County Employee, or his designated representative.

COUNTY RESPONSIBILITY:

Under the terms of this Agreement:

1. County shall accept, inventory (see Attachment A) and hang photographs.
2. County shall notify Exhibitor immediately of any damage, theft, or loss that occurs while the photograph(s) is/are in County's possession.

PROHIBITED ACTIVITIES:

No permission, express or implied, shall be given for any act or deed of Exhibitor prohibited by the provisions of Washoe County Department of Regional Parks and Open Space rules and regulations, or by Local, State, or Federal laws and statutes.

TERMINATION:

This Agreement may be terminated by either party without cause upon twenty-four (24) hours written notice. County reserves the right to immediately terminate this Agreement in the event that the Exhibitor, upon notification of breach of any of the terms and conditions contained herein, shall fail to remedy the situation within the time specified by the Washoe County Department of Regional Parks and Open Space Director or designee. Should County terminate this Agreement, Exhibitor shall remove photograph(s) from Bartley Ranch Regional Park at a specified time within twenty-four (24) hours from written notification from County.

In addition, if the Exhibitor or any associates of the Exhibitor shall be deemed careless, discourteous, or otherwise objectionable for whatever reason by the Washoe County Department of Regional Parks and Open Space Director or designee, the County reserves the right to either immediately terminate this agreement or to immediately prohibit the individual(s) from the premises.

NOTICES:

All notices required by this agreement shall be in writing, must be sent to the addresses provided below and are deemed effective upon placement in the United States Mail, postage prepaid.

Washoe County:
Andrew Brown
Regional Parks and Open Space
Truckee River District
6000 Bartley Ranch Rd.
Reno, NV 89511

Exhibitors Name: _____

GOVERNING LAW:

This agreement shall be governed by the laws of the State of Nevada. Any action arising out of this agreement shall be brought in Washoe County.

ASSIGNMENT:

Assignment of this Agreement shall be prohibited, except on the express written consent of the Washoe County Department of Regional Parks and Open Space Director.

MODIFICATION:

This agreement may be modified in writing and signed by both parties.

SEVERABILITY:

Each paragraph and provision of this agreement is severable, and if one or more paragraphs or provisions of this agreement are declared invalid, the remaining paragraphs and provisions of this agreement will, if possible, remain in full force and effect.

INTEGRATION:

This Agreement and Attachment A represent the total understanding between the parties. Any amendments to this Agreement must be agreed upon in writing between the parties, and witnessed by signatures of same.

IN WITNESS WHEREOF, the party hereto or a representative have set their hands and subscribed their signatures as of the date and year indicated.

EXHIBITOR

By: _____

Date: _____

ATTACHMENT A
INVENTORY

ARTIST NAME

PHONE

ADDRESS

CITY

STATE

ZIP

Title/Description/Number	Additional Information	Check-in date (initial)	Check-out date (exhibitor sign)