

**Lower Paxton Township
Arts Council**

Exhibit Hosting Agreement

THIS EXHIBIT HOSTING AGREEMENT (the “Agreement”) entered into by and between Lower Paxton Township (the “Township”), by and through the Lower Paxton Township Arts Council (the “Arts Council”), _____,(the “Artist”) and _____, (the “Host Facility”).

WHEREAS, the Arts Council wishes to provide space for the display of visual art at locations within the Township; and

WHEREAS, through partnering with host facilities and local artists, the arts can be promoted while local businesses and artists can benefit from the interest generated within the general public; and

WHEREAS, the Township, by and through the Arts Council, the Artist and the Host Facility desire to enter into this Exhibit Hosting Agreement to provide for the display of visual art.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the parties agree as follows:

1. Pieces of art may be displayed inside the Host Facility in accordance with the terms and conditions of this Agreement starting on _____ and ending on _____.

2. Only artwork that is appropriate for viewing by families with children and that does not violate community standards for decency may be displayed.

3. Artist agrees to promptly remove any artwork that is deemed inappropriate, for any reason, by the Host Facility and/or the Arts Council.

4. The Host Facility/Arts Council will establish specific locations and a secure hanging system upon which the Artist may hang artwork. The Artist will verify that the hanging system is secure to his/her satisfaction at the time the artwork is hung.

5. The Artist is responsible for hanging and removing his/her art at the locations established by the Host Facility and/or the Arts Council.

6. Notwithstanding the hold harmless provision in paragraph 10 of this Agreement, if the artwork is moved by the Host Facility after being hung, the Host Facility will assume responsibility for any damage to the artwork as a result of moving the artwork.

7. Neither the Host Facility nor the Arts Council will otherwise be responsible for any damages to the artwork.

8. 2D work must be framed in quality frames with the artwork properly installed and wired for hanging.

9. The Artist is allowed to place business cards at a location designated by the Host Facility.

10. The Artist shall hold the Township, Arts Council and Host Facility harmless for any loss or damage to the artwork and for any and all claims or damages due to loss or damage to the artwork. The Artist is responsible for insuring the artwork.

11. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

12. This Agreement is executed in and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, and shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

13. This Agreement represents the entire agreement between the parties and may not be amended except by agreement in writing duly signed by both parties.

14. If any paragraph of this Agreement or any part of any paragraph herein shall be held unlawful, invalid or unenforceable, that part shall be deemed deleted and without prejudice to the lawfulness, validity and enforceability of the remaining paragraphs and parts hereof.

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

ATTEST:

LOWER PAXTON TOWNSHIP, by and through LOWER PAXTON TOWNSHIP ARTS COUNCIL

By: _____

WITNESS:

(HOST FACILITY)

By: _____

WITNESS:

(ARTIST)
