**RELEASE AGREEMENT** - **PUBLIC ART DISPLAY**

**CITY OF CAPITOLA**

This release is given by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Artist”) to the City of Capitola (the “City”) in exchange for the City’s agreement to permit the Artist to display works of art in and/or on certain City-owned property.

In exchange for the promotion of the arts and the recreation classes, the Artist agrees to lend, at no cost to the City, the artwork described below (“Artwork”) for display at City of Capitola facilities. The Artist further gives the department the right to photograph the display and promote it on the recreation department’s internet and social media sites.

The Artist acknowledges that, because the City Council Chambers is a public space and the exhibit area is open to the public and not always monitored or in view of staff, there is risk in choosing to display works at City of Capitola facilities. The recreation department highly recommends displaying a print of the Artwork rather than the original artwork.

The City of Capitola cannot assume liability for lost, damaged or stolen art. The Artist hereby agrees that on behalf of Artist and Artist’s heirs, distributees, guardians, legal representatives and assigns, the Artist will not make a claim against, sue, attach the property of, nor prosecute the City or any of the City’s employees, contractors, agents or volunteers for injury or damages to the Artist’s displayed works of art resulting from negligence or other acts, however caused, by any employee, contractor, member of the public, agent or volunteer of the City, while such works are displayed in or on City-owned property.

In addition, the Artist hereby releases, discharges, holds harmless and indemnifies the City and any and all of the City’s employees, contractors, agents or volunteers from and against all actions, claims or demands the Artist, including the Artists’ heirs, distributees, guardians, legal representatives, or assigns or any third parties now have or may hereafter have for damage to the displayed works of art resulting from theft, destruction, or any other damage resulting from the acts of third parties.

As a material part of the consideration provided by Artist under the terms of this Agreement, Artist waives any and all rights Artist may have with respect to the Artwork pursuant to the federal Visual Artists Rights Act of 1990 (17 U.S.C. sections 106A and 113(d)), the California Art Preservation Act (Cal. Civil Code section 987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. section 106A, Cal. Civil Code section 987 et seq., or any other type of moral right protecting the integrity of works of art. The City reserves the right, in its sole discretion, to remove, relocate, move or replace the artwork.

In signing below, I agree to the terms of this Release Agreement:

Artist’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brief description/title of each piece of artwork on display: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Date(s) artwork(s) were removed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_