

HOLD HARMLESS AND INDEMNITY AGREEMENT

“The undersigned _____, desires to display artwork at the New Milford Public Library (“Library”). I fully understand that while original works of art are unique and special, I nevertheless agree that my artwork will be displayed in a public area for public viewing. I understand that works of art displayed at gallery art displays may be subject to objection and demonstration, and I understand and agree that neither the Library nor the Town of New Milford (“Town”) will furnish security specific to my art display. I further understand and agree and that, notwithstanding the foregoing, I display my artwork at my own risk, and I have been advised to insure my artwork. In consideration of my being allowed to display my work in the Library and in addition to the terms and conditions of the display agreement, I hold the Library and the Town, their officials, trustees, directors, employees and volunteers free, harmless and indemnified of and from, without limitation, any claim, judgement, award and/or verdict whatsoever arising out of any theory of claim that I or my subrogee may have or that may exist for damage to or loss of my artwork while displayed at the Library. I also agree to pay any defense costs, including a reasonable attorneys’ fee, incurred by the Library and/or Town in defending any such claim made by me or any firm or person on my behalf or as my subrogee. This agreement shall not apply to the personal liability of any individual tortfeasor shall be personal unto them and shall not impose vicarious liability on the Library or the Town.”

Artist Name _____

Artist Signature _____

Date Signed _____

Approved by the Library Board of Trustees on May 17, 2023