



Churchill County Artwork Exhibit Policy

1. Purpose: The Churchill County Administration building located at 155 N. Taylor Street in Fallon, NV is maintained by Churchill (the “County”) under the supervision of the County Manager of Churchill County.

To broaden visitor’s appreciation of the natural beauty of Nevada and the surrounding area, the County has created an artwork exhibit (the “Exhibit”) within County owned buildings. To ensure diverse high quality artwork is displayed, the County may include artwork owned by private individuals and galleries in the Exhibit.

2. Applicability: In consideration of displaying artwork in the Exhibit, any person wishing to donate or loan a painting, photograph, mural, or other form of artwork (the “Artwork”) to the Exhibit is subject to this policy.

3. Procedure: Prior to posting any privately owned artwork in the Exhibit, the owner of the Artwork (“Owner”) must submit a complete Artwork Application to the County for review. The contents of the application must be completely filled out, with all required attachments included, before the County will review the application.

Upon receipt of a complete Artwork Application, the County will determine whether to accept or reject the Application to include the Artwork in the Exhibit. The County, in its sole discretion, can determine whether the Artwork is displayed, the location of the display, and whether any supplemental information related to the artist or Owner is displayed. At any time, and for any reason, with three days’ notice, the County may require that the Owner remove the Artwork. The posting of any material without the County’s express consent is strictly prohibited.

4. Artwork: To further the County’s purpose, all Artwork exhibited by the County must depict a scene having a tangible connection to Churchill County, Nevada, or the United States. All artwork will be subject to reasonable dimension limitations. Any Artwork containing nudity, profanity, religious iconography, depictions of violence, stand-alone portraits, or any scene that would tend to inflict emotional injury or incite an immediate breach of the peace will not be accepted. The County retains sole authority regarding the determination of whether to accept, post, and remove the Artwork from the Exhibit.

5. Artist Information: To honor the Artist, a placard providing a short description of the Artist and the Artwork may be placed near the Artwork upon approval by County. The placard may contain only the following information:

- Biographical information of the artist
- A description of the scene depicted in the artwork
- The date the artwork was created

The placard is displayed at the discretion of the County, and is subject to reasonable size and content limitations.

6. Owner Information: To acknowledge the contribution of the Owner, a display containing the Owner's information may be posted in the Exhibit. The display may contain only the following information:

- The name of the Owner
- A logo of the Owner
- An address of the Owner
- A statement indicating that the artwork on display is owned by the Owner.

The display is posted at the discretion of the County, and is subject to reasonable size and content limitations.

7. Promotional Material: Owner grants permission for County, its employees, volunteers, and representatives to reproduce his/her name, information describing the Artwork, information describing the Artist, and any other information he/she has provided for the purpose of display, promotion, and publicity related to the Exhibit.

8. Transportation of Artwork: Owner agrees to display, pack, transport, and provide for the return of the Artwork at Owner's own risk and expense.

9. Removal of Artwork: County, at any time and for any reason, can require that the Artwork and any supplemental information be removed by Owner, at Owner's expense, with three days' written notice to Owner. Owner agrees that Artwork left over thirty days after such notice is provided become the property of the County. County agrees that with three days' written notice to the County, the Owner may remove the Artwork at Owner's expense.

10. Rightful Owner: By submitting an Artwork Application, Owner affirms that he/she is the rightful owner of the Artwork and has the right to publicly display the Artwork.

11. Release of Liability: Churchill County, its employees, volunteers, and representatives shall not be liable for any injury to Owner, their personnel, agents, or employees, or for any damage or loss of the Artwork, equipment, or personal property arising out of the display of the Artwork at the Exhibit. This includes, but is not limited to, mounting the Artwork, transporting the Artwork,

and theft or damage of the Artwork by a member of the public. Owner agrees to assume all risk of damage to or loss of the Artwork from whatever cause. Owner further agrees to release and hold harmless the County, its officers, directors, employees, volunteers, and agents from any and all liabilities and damages to Artwork or persons as a result of any part of Owner's participation in the Exhibit.

12. Indemnification: Owner shall indemnify, save and hold harmless County, its officers, directors, employees, volunteers, and agents from any and all claims, demands, causes of action, judgments, losses, costs, and expenses, including but not limited to reasonable attorney's fees, arising out of or in connection with (a) any negligent or willful act of or omission of Owner, its employees, agents, or representatives, and (b) any alleged or actual infringement by Owner or County of any copyright or other intellectual property right associated with the Artwork.

13. Insurance: Owner shall be solely and exclusively responsible to properly and adequately insure the Artwork.

14. Applicable Law. This Agreement will be governed by, and construed and enforced in accordance with the Laws of the State of Nevada. The parties hereby agree that the courts located in Churchill County, Nevada shall be the exclusive forum for any disputes in connection with this Agreement or its subject matter, and the parties irrevocably submit to the personal jurisdiction of such forum.

I, the Owner of the Artwork, have received a copy of this Artwork Exhibit Policy, and have read and understood the terms and conditions contained herein. I agree to be bound by these terms and conditions with respect to all Artwork submitted for use in the Exhibit.

Owner's Signature

Date

Owner's Name, Title