

## North Castle Public Library

## **Friends Gallery Exhibitor Policy**

The purpose of exhibiting at the North Castle Public Library is to enhance the Library environment, promote community engagement, and provide educational and cultural enrichment for Library visitors.

By submitting an application to exhibit work at the North Castle Public Library, potential exhibitors are agreeing to the following policies, which will be enforced through the Gallery Indemnification Agreement.

### All exhibits are free and open to the public.

#### **Application**

- All exhibitors must fill out the Exhibition Application and submit it as instructed, including execution of the Gallery Indemnification Agreement.
- > The approval, scheduling, and organization of exhibits are at the discretion of the Library.
- Scheduling shall not be made more than one year in advance of receipt of the Exhibition Application.

#### **Exhibit Selection Criteria**

- > Exhibits should reflect the Library's role as an educational, cultural, and community institution.
- > The Library does not censor artwork; however, all artwork must be appropriate for viewing by all ages.
- Exhibit criteria includes, but is not limited to:
  - Suitability of subject matter and physical presentation
  - Local or regional interest
  - Quality of the presentation
- > Exhibits must conform to the space restrictions of the Friends Gallery.
- > Materials exhibited primarily for commercial purposes will not be included.
- No exhibitor may change, add, or remove any items in an exhibit once the installation is completed.

#### **Responsibility for Exhibitors**

- Exhibitors are responsible for hanging their own work.
- > Exhibit pieces must be hung securely; paintings must be framed.
- > All exhibitors are required to make an appointment to install and remove exhibits.

- Exhibitors are responsible for the timely removal of all exhibited pieces.
- Exhibits must be installed and removed with as little interference as possible to the daily operations of the Library.
- It is specifically understood and agreed that all costs and expenses in connection with the exhibit are the responsibility of, and will be borne, entirely by the exhibitor.

### **Insurance and Security**

- The Library is not responsible for the theft, or damage to, any materials.
- > The Library does not carry insurance to protect items exhibited. Insurance is the sole responsibility of the exhibitor.
- > Transportation of all exhibit pieces is the responsibility of the exhibitor.
- > Exhibitors are responsible for any damages incurred while installing and removing pieces.
- Exhibitors are required to reimburse the Library for any damages to property resulting from the installation or removal of an exhibit. Damages may include, but are not limited to, walls, floors, grounds, furniture, and fixtures.
- If the Library must remove an exhibit because it is not removed as scheduled, the Library is not responsible for any damages to the exhibited pieces.
- > The Library is not able to provide storage for exhibit pieces.
- Any items left for more than 4 weeks after scheduled exhibit removal will be disposed of as the Library sees fit.

#### **Timeline of Exhibits**

- > The Library reserves the right to determine the schedule of all exhibits, including the length and location of exhibits.
- > Library use of exhibit areas takes precedence over any other use.
- > The Library reserves the right, without notice, to cancel the use of the exhibit area if the Director determines that the space is needed for Library purposes.
- > Exhibits will remain on display no more than four weeks.

### **Publicity and Reception**

- > The Library may provide publicity about the exhibit, which may include social media and website publicity, complementary brochures, bookmarks, or other items related to the exhibit's theme.
- > Exhibitors may be asked to supply background information on the exhibited pieces at least 4 weeks in advance of the exhibit opening to ensure adequate lead time in developing any complementary materials or publicity.
- > The exhibitor may provide additional promotional materials, subject to Library review.
- > Exhibitors are encouraged to promote their exhibit through invitations and announcements.
- > Exhibitors may list prices on an acrylic display next to the entrance of the Friends Gallery.

- > Exhibitors are welcome to host one reception.
- > The date of any reception must be approved by the Library.
- > The exhibitor is responsible for providing any food or beverages at the reception and providing any servers at the reception.
- > Alcoholic beverages may be served during the reception but will require the exhibitor to obtain the required alcohol permit from the Town of North Castle.
- > The approved alcohol permit must be sent to the Library Director two weeks before the reception.

Approved 5/12/25



North Castle Public Library 19 Whippoorwill Road East Armonk, NY 10504

(914) 273-3887 www.northcastlelibrary.org

# **Exhibition Application**

Exhibitor(s)		
Address		
Telephone		
E-mail		
Exhibition Name/Description		
Exhibit Month		
Installation Date		
Reception Date		
Removal Date	Remove no later	than the last day of the 4th week
•	ttached hereto, and accept responsibili forth therein. Attached hereto is an	
	Signature	Date
Name	Signature	Date
Please email to: <u>rentals@no</u>	rthcastlelibrary.org	
FOR LIBRARY USE		
Date Approve and confir	m with application	



## **North Castle Public Library**

# Friends Gallery Indemnification and Hold Harmless Agreement

I (WE) (the "Exhibitor") have read the Exhibitor Policy attached hereto (the "Exhibitor Policy") and accept responsibility and compliance for the procedures and rules set forth therein. The Exhibitor understands and agrees that the North Castle Public Library (the "Library") does not insure or carry insurance for the works exhibited by the Exhibitor (the "Exhibited Works") on Library premises or any activities relating to the Exhibited Works on Library premises. Any insurance to be procured and paid for in respect to the Exhibited Works are the sole responsibility of the Exhibitor. It is specifically understood and agreed that all costs and expenses in connection with the Exhibited Works are the sole responsibility of, and will be borne entirely by, the Exhibitor, including without limitation the installation and removal of the Exhibited Works in a timely manner in accordance with the Exhibitor Policy.

To the fullest extent permitted by applicable law, the Exhibitor hereby releases from liability and agrees to indemnify, defend, and hold harmless the Town of North Castle, New York, the Library, their employees, agents, and volunteers, and the Library Trustees ("the Indemnified Parties") from and against all claims, damages, losses, or expenses of any kind whatsoever in connection with the Exhibited Works, including without limitation. attorney's fees arising out of or resulting from the performance of this Agreement and use of the gallery, (a) while the Exhibited Works are on display in the Library or are being installed in or removed from the Library, or (b) while the Exhibited Works are en route to or from the Library, provided any such claim, damage, loss, or expense (i) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (ii) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Exhibitor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Exhibitor's obligation to indemnify the Indemnified Parties for any judgment, mediation, or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law by the Exhibitor, anyone directly or indirectly employed by it, or anyone for whose acts may be liable in connection to such claim, damage, loss, and expense. The obligation of the Exhibitor to indemnify any party under this Agreement shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Exhibitor.

This Agreement shall be governed by the laws of the State of New York.

Exhibitor Name	Signature	Date
Library Director Name	Signature	Date