

PUBLIC WORKS DEPARTMENT / FACILITIES MAINTENANCE EL PASO COUNTY 500 E. SAN ANTONIO, SUITE M1 EL PASO, TEXAS 79901 PH. 915-546-2009 / FX. 915-543-3820

Reservation Coordinator: Viviana Alvidrez, Administrative Services Manager

Art Exhibit Policies & Procedures

1. <u>APPLICATION PROCESS</u>

- Contact Reservation Coordinator and verify availability of space.
- Complete and return signed copies of [®]Art Exhibit Application, [®]Art Exhibit Polices & Procedures, and [®]Waiver of Release/Liability to the Reservation Coordinator. All three documents must be returned before submitting to County Chief Administrator for review.

2. COUNTY CHIEF ADMINISTRATOR APPROVAL

All requests must be sponsored by the County Judge, County Commissioner, or a County Department Head/ Elected Official. As Coordinator of the Art Exhibit space, the Public Works Facilities Maintenance division will sponsor your item upon request. Please note that the application process, policies, and procedures apply to all exhibits, and all paperwork must still be provided to the Reservation Coordinator regardless of who sponsors the item.

3. DELIVERY AND PICK UP OF ARTWORK

- Artwork <u>must</u> be delivered during normal business hours: Monday-Friday, 8:00am to 5:00pm, excluding County holidays. It is the responsibility of the Artist to arrange delivery of the artwork to the 3rd floor gallery space, or any other designated space as approved by the County Chief Administrator.
- It is the responsibility of the Artist to pick up the artwork when agreed, and provide the appropriate boxes, crates, and packing material to transport the artwork. Public Works FMD staff cannot assist in packing/unpacking or preparing the artwork for transport.
- With advance notice, and contingent upon availability of staff, the Public Works FMD will assist in bringing the artwork to and from the Courthouse entrance. However, the FMD will not load or unload the artwork to or from a vehicle.

4. MOUNTING

- It is the exclusive responsibility of the Artist to install appropriate hooks, picture wire, brackets, etc. on to the artwork itself that will hold the weight of each piece.
- All artwork must be hung by the Public Works Facilities Maintenance division staff only. The Public Works FMD will provide wall hooks or finishing nails based on the weight of the artwork.
- Public Works FMD will make a reasonable effort to hang the artwork as per the Artist's specifications; however, the ultimate decision of the artwork placement will be at the discretion of Public Works FMD staff. The Public Works FMD staff will not accommodate re-arranging artwork repeatedly. If the Artist is unsure of, or has a complicated layout in mind, we recommend that s/he decide upon the layout prior to mounting.
- If the Artist does not provide specific instructions, or is not present for the mounting, Public Works FMD will mount the artwork centered, and evenly spaced, as the wall-space/artwork ratio permits. The FMD will make a reasonable effort to accommodate the Artist's schedule; however, the Public Works FMD may hang the artwork at their discretion if necessary.
- The Public Works FMD will not move any permanently existing artwork for the placement of a temporary exhibit.
- > The Public Works FMD will not provide additional lighting for displayed artwork.

I have received a copy of the Art Exhibit Policies and Procedures and agree to comply with each specification.

Signature of Artist/Responsible Party

Date

El Paso County Art Exhibit Application		
Artist Name or Organization Name:	<u>**</u>	
Contact Person:	Phone #: ()	Alternate Phone #:
Scope of Artwork*:		
Exhibition Beginning Date:	Exhibition Ending Date:	
Art Exhibit Sponsor:	<u> </u>	
*Terms and Conditions Each Artist or Representative must initial their agreement to comply with each of the following:		
^{<i>Initial</i>} Artwork exhibited must be appropriate for viewing by all ages of the general public. Artwork that is of an overtly sexual, racist, violent, libelous, slanderous, demoralizing, or discriminatory nature is strictly prohibited.		
Gallery exhibition space is provided free of charge and is for the purpose of exhibition only. The Artist may not display a monetary value for the artwork, or in any way indicate it is for sale. Note: Artist may post their personal contact information near the artwork.		
Artist agrees to comply with all Art Exhibit Polices and Procedures.If the artwork is not picked up on or before the Ending Date specified above, Public Works FMD will take down the exhibit within 30 days and store it for a maximum of 30 days. 60 days from the Exhibit Ending Date, unclaimed property will be considered abandoned and turned in to the Sheriff's Department.		
I agree to the above listed terms and conditions.		
Signature	Date	
Print Name		
Public Works - Facilities Maintenance Division I have reviewed this application and affirm the following:		
The exhibition date range indicated above is available.		
The exhibition date ranged indicated above <u>is not</u> available and I have offered the alternative dates of		
I have received the following original signed documents: Art Exhibit Policies & Procedures Art Exhibit Application Waiver/Release of Liability		
Viviana Alvidrez, Administrative Services Manager Date		

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WAIVER/RELEASE OF LIABILITY

The undersigned has or will deliver to the County of El Paso (the "County") works of art ("artwork") for display in or on County premises. The undersigned affirms that it is either the owner of said artwork or is the agent of the owner, as well as custodian of the owner's artwork, with full authority to enter into this agreement and waiver/release of liability. The undersigned does hereby further affirm as follows:

1. The undersigned is submitting artwork to the County for display in the El Paso County Courthouse or other premises owned or controlled by the County, at no charge to the undersigned, for a period of time to be mutually agreed upon by the County, by and through its Facilities Manager, and the undersigned.

2. The undersigned understands that the artwork is submitted to the County and exhibited at the undersigned's own risk and that neither the County nor any of its officers, agents, and employees shall be responsible for theft, vandalism, fire, or any other damages or losses to the artwork. The undersigned understands and agrees that the County makes no representations or warranties regarding the level of security in any County buildings or premises. The undersigned understands and agrees that the County be responsible for reimbursement or replacement of lost, stolen, or damaged items and that the County does not insure items such as the submitted artwork. The undersigned understands and agrees that the County does not insure items such as the submitted artwork. The undersigned understands and agrees that the County encourages the owner of the artwork or the owner's agent to obtain an insurance policy for the artwork or to obtain a rider on any existing policy for the duration of the exhibit.

3. The undersigned hereby assumes all responsibility for loss or damage to the artwork provided to the County for display, and the undersigned waives and releases the County, its officers, agents, and employees of, and from, any and all losses, damages, liability, or claims for damage to or destruction of Contractor's artwork that may result from theft, vandalism, adverse environmental conditions, including water damage, or any other cause of any kind, and any negligent acts or omissions of the County, or its officers, agents, and employees, while the artwork is located in the El Paso County Courthouse or other premises.

4. If the undersigned is not the owner of the artwork, the undersigned shall indemnify, defend, and hold harmless the County for any and all losses, damages, liability, costs, expenses, actions, or claims, H:\Policies\Art Exhibit Application Final 16-0901.docx

including, but not limited to, attorneys' fees for damage to, or destruction of, the artwork that may result from theft, vandalism, adverse environmental conditions, including water damage or any other cause of any kind, and including any negligent acts or omissions of the County, or its officers, agents, and employees while the artwork is located in the El Paso County Courthouse or other premises.

5. The undersigned will be responsible for packing, unpacking, transporting, and hanging the submitted artwork. The undersigned understands and agrees, however, that the County, by and through its Facilities Manager, shall decide where and by what hardware the artwork shall be hanged, and shall have the option of using county personnel to hang the artwork. The undersigned understands and agrees that the Facilities Manager's decisions as to the hanging of the artwork shall be final. The undersigned agrees to allow the County to exercise sole discretion in the selection of art to be displayed; this includes the County's right to display all, part or none of the art submitted by the undersigned. The undersigned understands and agrees that the County's decision regarding the display of any or all of the artwork, or the removal of artwork after hanging shall be final.

6. The undersigned shall promptly remove his/her artwork from the County premises upon the request of the Public Works Facilities Maintenance Division designated representative.

Signature & Date

Typed or Printed Name

Title (if authorized signing authority of responsible organization)

Name of responsible organization (if applicable)

Address

Telephone Number