



# Mammoth Lakes Friends of the Library

## ARTIST DISPLAY AGREEMENT

This agreement is made between the Mammoth Lakes Friends of the Library (MLFOL) and

Artist: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

A list of all items displayed at the Mammoth Lakes Branch Library is found on the second page of this agreement.

1. The above-named artist shall agree to show the various works itemized in the Mammoth Lakes Branch Library, beginning on this date \_\_\_\_\_ and ending on \_\_\_\_\_, or until either party shall terminate this agreement with 15 days written notice.
2. The artist shall agree to pay MLFOL \_\_\_\_\_ percent (\_\_\_%) of the purchase price as a donation to the Friends upon completion of the sale. Sales may be made by contacting the artist, or by paying at the library as noted in #5 below.
3. The artist will be notified immediately of any offer to purchase any item.
4. Unless otherwise agreed, all of the items listed on the second page of this agreement will remain on display at the Mammoth Lakes Branch Library for the duration of the display period. The artist must replace any items removed by sale or any other reason within three days.
5. As items sell, the payment will be handled either:
  - Check made payable to \_\_\_\_\_. Then, within ten days of the sale, the artist shall pay to the Friends the full \_\_\_\_\_ percent of the sale via a check made payable to Mammoth Lakes Friends of the Library.
  - Check made payable to Mammoth Lakes Friends of the Library for the full amount. MLFOL will retain \_\_\_\_\_ percent and issue a check payable to \_\_\_\_\_ for the remaining amount.
6. The Mono County Library and the Mammoth Lakes Friends of the Library shall not be held responsible for any loss or damage to the items under any circumstances. Artist assumes all risk of loss or damage.



**SAVE HARMLESS AGREEMENT AND COVENANT NOT TO SUE**

I, \_\_\_\_\_, hereinafter referred to as the "Undersigned",  
Artist  
being permitted to use the facilities owned or controlled by the Mono County Library Authority/Mono County Office of Education hereinafter referred to as the "District", located at the Mammoth Lakes Library, for personal purposes, between the dates of \_\_\_\_\_ and \_\_\_\_\_.

I do hereby covenant and agree that the District, their officers, employees, agents, members or representatives shall not be liable for any loss, damage, injury or liability of any kind to any person or property caused by or arising from use of the facilities by the Undersigned.

Notwithstanding anything to the contrary herein contained and irrespective of any insurance carried by the Undersigned for the benefit of the above enumerated entities, the Undersigned agrees to protect, indemnify, covenant not to sue and hold the above enumerated entities harmless from any and all damages or liabilities of whatsoever nature arising out of, or in connection with, the use of facilities.

"Duty to Inspect, Repair and Warn". The parties agree that the district makes no representations or warranties as to the repair or condition of the facilities which the Undersigned is entitled to use hereunder, and the Undersigned takes such facilities as is.

ACCEPTED: \_\_\_\_\_  
Artist

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_