

**Appleton Public Library
Public Exhibit**

HOLD HARMLESS, INDEMNIFICATION AND DEFENSE SHEET

The undersigned understands that the Appleton Public Library will publicly exhibit their work and/or materials. All such exhibits will be in compliance with the Exhibit Policy as approved by the Library Board of Trustees.

The undersigned individual and/or organization, by its authorized representative, agrees to indemnify, defend and hold harmless the City of Appleton, the Appleton Public Library, and their officers, officials, employees and agents from and against any and all liability, loss, damage expenses, costs, including attorney fees arising out of the display of exhibit materials at the Appleton Public Library, caused in whole or in part by any negligent act or omission of the applicant/organization, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City or Library.

Further, the individual and/or organization, [check one] _____ does
_____ does not

authorize the Library to photograph the exhibit and use such photographs for purposes not including commercial reproduction, but limited to promoting the Library, exhibit illustration, classroom presentations, academic or professional conference presentations, library web site promotions, and in publications promoting or discussing library services.

THE UNDERSIGNED HAS READ THIS DOCUMENT IN ITS ENTIRETY AND UNDERSTANDS THAT CERTAIN LEGAL RIGHTS ARE OR MAY BE FORFEITED BY VOLUNTARILY SIGNING THIS AGREEMENT. IF SIGNING ON BEHALF OF AN ORGANIZATION, THE UNDERSIGNED FURTHER WARRANTS AND REPRESENTS AUTHORIZATION TO BIND THE ORGANIZATION TO THE TERMS OF THIS AGREEMENT.

Signature _____

Date _____

Name of Individual/Organization _____

Address _____

Telephone Number _____