



**WAUKESHA COUNTY (COUNTY) COURTHOUSE & ADMINISTRATION CENTER  
GALLERY SPACE USE APPLICATION AND  
HOLD HARMLESS & INDEMNIFICATION AGREEMENT**

**WAUKESHA CREATIVE ARTS LEAGUE**

Individual Artist's Name (APPLICANT): \_\_\_\_\_

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

Planned number of pieces on display: \_\_\_\_\_

**Set-up Date: Tuesday, September 27, 2022 (4pm-6pm)**

**Tear-down Date: Tuesday, November 1, 2022 (4pm-6pm)**

**GALLERY USE**

COUNTY owns and operates the Courthouse and Administration Center located at 515 W. Moreland Blvd., Waukesha, WI 53188, which includes a ground floor connector hallway (GALLERY) between the two buildings.

APPLICANT desires use of COUNTY GALLERY space to display its artwork (EXHIBIT) which may include paintings, drawings, photographs, sculptures, pottery and the like. COUNTY is permitting APPLICANT to showcase its EXHIBIT for the enjoyment of building occupants and visitors; and COUNTY is willing to allow such use on said premises subject to the terms and conditions of this AGREEMENT. Viewing of GALLERY will take place during regular business hours, 8:00am-4:30pm, Monday-Friday, excluding COUNTY-observed holidays.

APPLICANT is responsible for properly displaying and removing EXHIBIT during normal business hours within the specified dates. The COUNTY takes no responsibility thereof. All pictures shall be hung by APPLICANT using the existing cable system or vinyl strips in the GALLERY. Taping, stapling, Velcro, or two-sided tape is prohibited on the GALLERY walls for any purpose. Any damage to the walls will be assessed to the APPLICANT. If EXHIBIT items are for sale, the APPLICANT may leave a business card attached to the EXHIBIT piece. All sales and related negotiations are the sole responsibility of APPLICANT.

APPLICANT shall remove EXHIBIT no later than above stated Take Down Date. In the event COUNTY terminates this AGREEMENT prior to Take Down Date, COUNTY shall give notice to APPLICANT of the revised Take Down Date by which APPLICANT must remove EXHIBIT. If APPLICANT does not remove EXHIBIT by applicable Take Down Date, COUNTY has the right to remove and place the EXHIBIT in storage, and to charge reasonable storage fees and costs to the APPLICANT. After sixty (60) days, if APPLICANT has not yet claimed its EXHIBIT and paid any fees and costs, COUNTY may either dispose of EXHIBIT with disposal costs charged to APPLICANT, or retain EXHIBIT as an unrestricted gift to COUNTY.

**WARRANTIES AND REPRESENTATIONS**

APPLICANT represents and warrants that it/he/she is the sole creator, owner, or has full authority to display the EXHIBIT. APPLICANT represents and warrants that nothing in the EXHIBIT defames any person or entity, infringes upon any copyright, or otherwise violates the rights of any third party.

**ASSUMPTION OF RISK & RELEASE OF LIABILITY**

APPLICANT acknowledges that COUNTY does not monitor GALLERY area or provide security for EXHIBIT. APPLICANT assumes all risk for damage, destruction or disappearance of EXHIBIT property, however caused,

including, but not limited to the following: risk of fire; water damage; theft; vandalism; unauthorized removal; mysterious disappearance; damage due to excessive humidity, dry conditions or proximity to heat sources; damage or fading due to direct sunlight; breakage or damage caused by failure of hanging hardware or COUNTY-provided cable wire or display tables; accidental damage from persons touching or bumping into EXHIBIT. Any desired insurance to cover the value of the EXHIBIT is the responsibility of the APPLICANT and/or displaying artist. APPLICANT hereby releases all claims against COUNTY for any loss or damage to the EXHIBIT, including claims of subrogation, however caused.

APPLICANT understands the risks to themselves and others for showing it/his/her EXHIBIT, including, but not limited to, the following: loading and unloading of EXHIBIT; displaying and taking down EXHIBIT; trip, slip and fall hazards; cuts or punctures from sharp objects; or hit by falling objects. COUNTY is not responsible for injuries to anyone, including APPLICANT and its employees, agents, representatives, volunteers, and individual artists, occurring as a result of APPLICANT's activities, display of EXHIBIT, or use of GALLERY. APPLICANT hereby releases all claims against COUNTY for any injury or harm, including death, however caused.

**DEFENSE, INDEMNIFICATION & HOLD HARMLESS**

APPLICANT agrees to defend, indemnify and hold harmless the COUNTY and all of its officers, agents, and employees from and against all claims, demands, actions and suits, and all liability, loss, judgments, damages, expenses and costs, including attorney fees, that COUNTY and its employees and officials suffer or incur because of any personal injury, bodily injury, or death to any person and damage to property which is founded upon or grows out of the acts, errors or omissions of the APPLICANT, its employees, agents, representatives, volunteers or individual artists or their use of GALLERY and presence at the COUNTY Courthouse and Administration Center as stated above, including those caused by the negligence of the COUNTY, its officers, and employees unless caused by their intentional or reckless acts.

**AUTHORIZATION & TERMINATION**

The act of completing this application does not guarantee the use of the GALLERY for any APPLICANT. GALLERY is not available for APPLICANT use until COUNTY has issued written authorization to proceed to APPLICANT. COUNTY can terminate any permission granted under this AGREEMENT, at any time, at its discretion.

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**By signing below, APPLICANT agrees to the above terms and conditions.**

Signature of APPLICANT \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of APPLICANT \_\_\_\_\_

*Please return completed form to: [Meena \(Meenakshi\) meenakshi2377@yahoo.com](mailto:Meena (Meenakshi) meenakshi2377@yahoo.com) or on September 27, 2022*

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Waukesha County, Waukesha

By: \_\_\_\_\_

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

\_\_\_\_\_  
(Printed Name)

The application and agreement must be executed by a party authorized to execute agreement on behalf of APPLICANT.