



Region of Waterloo

**THE REGIONAL MUNICIPALITY OF WATERLOO (“THE REGION”)
ART RENTAL AND PERMISSION AGREEMENT**

ARTIST INFORMATION:

Name: _____

Home Mailing Address: _____

City: _____ Postal Code: _____

Email address: _____ Home/Cell phone: _____

Alternate contact name and phone: _____

Alternate contact email: _____

ARTWORK:

Title: _____

Materials Used: _____ Insurance Value: _____

Artist’s Statement:

TERMS AND CONDITIONS

- (a) The Artist agrees to rent the Artwork to the Region and hereby grants a license to the Region to photograph (for non-commercial purposes) and display the Artwork during the Rental Period. The Region shall not, however, act as the agent of the Artist for the purpose of selling or promoting the Artwork to third parties.
- (b) The rental term shall commence in April and end in April of the following year (“the Rental Period”) although the Artwork may not be displayed continuously during the Rental Period allowing time for installation and removal of the Artwork at the beginning and end of the Rental Period.
- (c) The Region shall pay an all inclusive rental fee to the Artist following the signing of this rental agreement and transfer of the Artwork to Cultural Services staff of the Regional Municipality of Waterloo located at 150 Frederick Street in the City of Kitchener.
- (d) The Artwork shall be displayed at a Regional building to be determined by the Region (“the Display Site”). The Artist shall be responsible for preparing Artwork for display utilizing the hanging system installed at individual display locations.
- (e) It is understood that the Artist may sell the Artwork during the Rental Period however; the Artwork will not be removed from the Display Site until the expiry of the Rental Period.
- (f) The Region shall insure the Artwork during the Rental Period for the Insurance Value as noted on page one (1) of this rental agreement. The Region agrees that it will take precautions in the care and display of the Artwork however, the total liability of the Region to the Artist is limited to any damage actually occasioned to the Artwork and, in any event, shall not exceed the Insurance Value of the Artwork noted on page one (1) of this rental agreement. The Region shall not be responsible for any loss resulting from wear and tear, inherent vice, deterioration or use of fragile or vulnerable materials.
- (g) The Region will return the artwork to the home mailing address as specified by the Artist within thirty (30) days of the expiry of the Rental Period. If the Artist fails to notify the Region of a return address or fails to pick-up the Artwork within six (6) months of the expiry of the Rental Period, the Artwork shall become the property of the Region and it may dispose of the Artwork as it sees fit following a reasonable attempt at notification.

I have read and understand the terms and conditions of this rental agreement and agree that they will be binding.

Artist Name

The Regional Municipality of Waterloo

Artist Signature

Public Art and Cultural Services Signature

Date