



Chicago Airport System Art and Exhibits Program



Application, Loan Acknowledgement and Waiver

Please send completed form to:
Chicago Department of Aviation
Marketing & Communications Division
Art and Exhibits Committee
Aviation Administration Building, 2nd Floor
10510 West Zemke Road
Chicago, IL 60666
<http://www.flychicago.com>
Phone: 773-686-3555
Fax: 773-894-1712

Name of Lender (i.e., Artist, Institution, or Organization):

Contact Person: _____

Business Phone: _____

Cell Phone: _____

Fax Number: _____

Email Address: _____

Mailing Address:

Exhibit start date: _____ Exhibit end date: _____

Type of Art or Exhibit and Title:

- All pieces selected for exhibit on airport wall space must arrive “ready to hang.”
- Approved signage text on artist and title cards, and any accompanying information must arrive “ready to hang.”

Representative overseeing installation on-site (required):

Please provide a detailed description including any graphics or text to accompany the art or exhibit in addition to information requested in the space below, using additional sheets

if necessary. All additional sheets or materials must be labeled with exhibitor's name and exhibit title. The Committee may request additional information about the proposed exhibit.

Artworks or objects to be loaned ("Artwork(s)"):

Title of Work	Artist name	Dimensions	Medium/ Material	Retail value

I. Lender agrees to loan the objects listed above ("Artwork(s)") to the City of Chicago Department of Aviation ("Department") in connection with the Department's "Art and Exhibits Program" subject to and in accordance with the terms and conditions of this Acknowledgement and Waiver ("Waiver") and the "Standard Operating Procedures for Chicago Airport System Art and Exhibits Program" (SOP). Lender warrants that it has the right to loan the Artwork(s) to the Department and to agree to the waivers contemplated herein.

II. Term

- A. The term of the loan begins when the Artwork(s) are delivered to the Department, and shall run through the agreed upon exhibit end date, plus a reasonable amount of time for the Artwork(s) to be reclaimed by Lender as described below. The "exhibit end date" means the date so specified on the first page of this Document.
- B. Lender must arrange with the Department to reclaim all Artwork(s) within 30 days of the agreed upon exhibit end date. If the Department is unable to contact the Lender, or if no special arrangements have been made for the return of the loaned Artwork, or if the Lender fails to reclaim the Artwork(s) at the designated time, the Department may continue to display the Artwork(s),

or it may place the Artwork(s) in storage at the Lender's sole risk and expense. It is the responsibility of the Lender to contact the Department regarding any change of address, phone number, or e-mail address.

- C. The Department reserves the right to relocate, remove and/or replace, at its sole discretion, any Artwork at any time. If such relocation, removal or replacement occurs, the Lender will be notified. Artwork removed by the Department must be reclaimed by the Lender no later than 30 days after notification of removal.
- D. The Lender may not withdraw any Artwork from the exhibit space before the agreed upon exhibit end date unless agreed in writing by the Department.

III. Art installation and removal

- A. In accordance with the SOP, all Artwork installations will be selected and approved by the Chicago Airports System Art and Exhibits Committee ("Committee").
- B. Artwork will be installed and removed by the Department with oversight by Arts and Exhibits Program personnel. Artwork will be installed only in the location and configuration approved by the Committee. Further, all text associated with the exhibit of the Artwork(s) must be as approved by the Committee in accordance with the SOP.
- C. Lender is responsible for all costs and risks associated with delivery and any storage of the Artwork(s). If, at the Department's option, the Department chooses to ship the Artwork(s) back to the Lender at the conclusion of the loan at Department's expense, all risks associated with packing and shipping the Artwork(s) will remain with the Lender.
- D. The Lender agrees that the Committee will have the sole discretion to determine the display methods, configuration, location and environment for the Artwork(s).

IV. Indemnification

Lender agrees to indemnify, defend and hold harmless the City of Chicago (the "City"), and its employees, officials, agents, consultants, and contractors against any and all liabilities, obligations, penalties, damages, claims, costs, charges and expenses (including costs and attorney's fees) which may be imposed upon, incurred by or asserted against the City or its employees, officials, agents, consultants or contractors, in any manner arising out of or related to the placement, installation, maintenance, use, removal or storage of any of the Artwork(s) displayed (or any associated text or other exhibit elements) including, without limitation, any tort, personal injuries or death or any damage to property and violations of any intellectual property rights, including, without limitation, any copyrights, trademarks or patents, or any person's right to publicity.

V. Warranties

Lender warrants that:

- A. it has the right to loan the Artwork(s);
- B. it has the authority to sign this waiver and acknowledgement including all provisions related to intellectual property rights; and
- C. the condition and nature of the Artwork(s) is such that it is suitable for and of sufficiently sturdy construction to be displayed in a public place such as an airport terminal and will not pose a hazard to the public.

VI. Copyright

- A. If Lender is the creator of the Artwork(s), Lender acknowledges the rights of attribution and integrity conferred by Section 106A(a), paragraphs (2) and (3) of Title 17 of the U.S. Code, and any other rights of the same nature granted by U.S. federal, state or foreign laws, and of his/her own free act hereby waives such rights in the Artwork(s) with respect to any actions of the City of Chicago in connection with the Artwork(s).
- B. If Lender is not the creator of the Artwork(s) and the creator(s) are living persons, then Lender warrants that it has obtained a waiver, on behalf of the City, of the artist(s)' rights described above under VI.A.
- C. Unless otherwise agreed, the Lender grants to the City an irrevocable, non-transferable license to reproduce any of the Artwork as displayed pursuant to this Agreement in the City's advertising, catalogues, brochures, programs, media publicity, reports, presentations, video recordings, websites, and other similar publications promoting the Department of Aviation or the City of Chicago.

VII. City not responsible for damage

- A. Display of Artwork is at Lender's risk. Lender understands and agrees that the Artwork(s) will be placed in a public space and cannot be safeguarded against acts of vandalism. The Lender will not hold the City responsible for damage - whether or not it occurs while Artwork(s) are on display - caused by visitors to the airport, airport tenants, vandalism, negligent work by the City, civil disturbance, explosion, fire, unusual weather, military or police action, war, acts of God, the public enemy, or terrorism, or any other thing beyond the City's reasonable control whether foreseen or unforeseen. Further, the Lender will not hold the City responsible for any damage or wear-and-tear caused by the presence of the Artwork in the Airport, including but not limited to vibration due to aircraft operations.
- B. Lender is solely responsible for insuring the Artwork(s). Lender must provide the Department with proof of insurance upon the Department's request.
- C. Lender understands that the purpose of the safety and security measures at the airport is the protection of the people at the airport, not protection of the Artwork(s).

D. If, notwithstanding the provisions of VII.A., the City is found liable for damage by a court of competent jurisdiction, the City's maximum liability to Lender for damage to or arising from the Artwork(s) or exhibit due to any cause will be the retail value of the affected Artwork as stated on the first page of this agreement.

Lender Name (if legal entity): _____

Authorized Signature: _____

Print Signatory Name: _____

Print Signatory Title: _____

Date: _____