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| <b>Title: HELEN BENY GIBSON LOUNGE DISPLAY</b>  |  | <b>Number: 0109</b> |
| <b>Reference:</b><br>Board of Commissioners<br>April 18, 1984<br>City Council - May 7, 1984 | <b>Adopted by City Council:</b><br>April 7, 1986 | <b>Supersedes:</b>  |
| <b>Prepared by: COMMUNITY SERVICES DIVISION</b>   |  |                     |

## STATEMENT

THE CITY OF MEDICINE HAT ENCOURAGES THE USE OF THE HELEN BENY GIBSON LOUNGE IN CITY HALL FOR DISPLAYS, EXHIBITS AND PRESENTATIONS BY CITY DEPARTMENTS AND/OR NON-PROFIT COMMUNITY SERVICE ORGANIZATIONS.

## PURPOSE

1. To encourage as many people as possible to visit City Hall and to make use of the Helen Beny Gibson Lounge display area.
2. To provide pleasant surroundings for people visiting City Hall, to relax in and enjoy.
3. To provide opportunities for non-profit groups, community organizations and service clubs to display, exhibit or present their works.
4. To provide space for permanent displays associated with the City's heritage.
5. To provide displays associated with our municipal services.

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| Policy 0109 – Helen Beny Gibson Lounge Display |   | <b>PROCEDURE</b> |
| Authority:                                     | Adopted by City Council:<br>April 7, 1986 | Page 2 of 2      |

## 1. PROCEDURES

- 1.01 City departments, non-profit groups, community organizations and service clubs will be encouraged to set up displays in the Helen Beny Gibson Lounge area of City Hall.
- 1.02 A staff committee, appointed by the Community Services Commissioner will be responsible for approving proposed displays.
- 1.03 Applicants seeking to display works should make their request to the Committee, through the Community Services Commissioner.
- 1.04 Groups seeking to display works must sign a permission of use contract form supplied by the City.
- 1.05 Organizations wishing to exhibit must assume responsibility for putting up and taking down their displays within the time frame agreed upon.
- 1.06 Organizations will not be permitted to indicate prices or sell any articles while displayed at City Hall.
- 1.07 The length of time for each exhibit will vary according to demand for space from other exhibitors.
- 1.08 The Committee will promote the exhibits and encourage public attendance by means of public service announcements and other forms of advertising.

## 2. ATTACHMENTS

- 2.01 Permission of Use Contract Form

THIS AGREEMENT MADE IN TRIPLICATE

BETWEEN:

THE CORPORATION OF THE  
CITY OF MEDICINE HAT  
(hereinafter called the 'City')

OF THE FIRST PART

-- and --

\_\_\_\_\_  
OF THE CITY OF MEDICINE HAT IN  
THE PROVINCE OF ALBERTA  
(hereinafter called the 'Owner')

OF THE SECOND PART

WHEREAS the City has made available a part of the City Hall for the purposes of displaying works of art or other items (said area hereinafter called 'the Display area');

AND WHEREAS the Owner is the owner of the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter called the 'Work')

AND WHEREAS the Owner would like to display his/her Work in the Display Area;

AND WHEREAS the City is willing to permit the Work to be displayed subject to the herein provided conditions:

NOW THEREFORE THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

1. The City will permit the Owner to display the Work in the Display Area for a \_\_\_\_ day period commencing the \_\_\_\_ day of \_\_\_\_\_ A.D. , \_\_\_\_\_.
2. The City will exercise the same care with respect to the Work as it does in the safekeeping of comparable property of its own.
3. Unless the Owner elects to maintain his/her own insurance, the Work will remain uninsured while on display and the Owner hereby releases the City, its officers, agents and employees of and from any and all liability, claims, demands, actions and courses of action of whatsoever nature and kind arising out of any loss or damage (including but not restricted to malicious damage, theft or fire) suffered by the Work while on display in the Display Area or en route to or from the Display Area.
4. The City shall have the absolute right to return the Work at the termination of the term referred to in Clause I hereof. If the City, after making all reasonable efforts and through no fault of its own, is unable to return the Work within fourteen (14) days of such termination, then the City shall have the absolute right to place the Work in storage, to charge regular storage fees and the cost of insurance thereof and to have and enforce a lien for such fees and costs.

If the Work is not reclaimed within one (1) year after the termination of the term provided for herein then and in consideration for its storage, insurance and safeguarding during said period the Work shall be deemed an unrestricted gift to the City.

5. The Owner represents and guarantees that he/she has title to the Work and full authority to enter into this Agreement.

CITY OF MEDICINE HAT

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
OWNER