

WAIVER OF LIABILITY FOR PERONAL PROPERTY DAMAGE OR LOSS

_____, the owner ("OWNER") of or duly named agent of the OWNER of personal property to be displayed or housed at the Sargent Memorial Library ("LIBRARY"), 427 Massachusetts Avenue, Boxborough, MA, and the Town of Boxborough Massachusetts ("TOWN"), as represented by its Library Director, do hereby agree to and state the following:

Whereas, the OWNER, has agreed to or has a desire to display or store personal property, artifacts, art work and other items, ("PROPERTY"), that are owned or in the OWNER'S custody and the LIBRARY and TOWN have agreed to display, house or store said PROPERTY.

Now, therefore, the parties hereto agree to and acknowledge the following:

1. The OWNER acknowledges that the PROPERTY will be stored or displayed at the LIBRARY in publicly accessible places.
2. The OWNER will use the art hanging system provided by the library.
3. Nothing will be affixed directly to the walls.
4. That, the location of display or storage of the PROPERTY may not be supervised at all times.
5. That the LIBRARY staff while taking reasonable care to protect the PROPERTY does not have a responsibility for such.
6. That, the location of the display or storage may be accessible to the public after normal LIBRARY operating hours.
7. That, it is possible that a loss to the PROPERTY could occur due to theft, damage (willful or otherwise), fire, water damage, failure of LIBRARY systems or many other man-made or natural causes and occurrences, and that should any such loss occur, the OWNER will hold the LIBRARY and TOWN harmless for the loss and will not consider the LIBRARY and TOWN responsible for said loss nor will the OWNER seek to recover damages from the TOWN or LIBRARY for said loss.
8. That, the PROPERTY must be removed in a reasonable time upon the request of the Library Director.
9. That, the PROPERTY may be removed by the OWNER at any time during normal LIBRARY operating hours.
10. That, this agreement extends to claims the OWNER might make after the PROPERTY is removed from the LIBRARY.

In witness whereof, the OWNER and the TOWN and LIBRARY have each caused this Agreement to be executed by duly authorized representatives and the have hereunto set their hand, each under seal and as of the date and year first written below.

Sargent Memorial Library
Boxborough, MA

OWNER

By: _____ Date: _____ By: _____ Date: _____

Maureen Strapko, Library Director

Name:

Address:

Phone: