



## **Lighting Feature Loan Terms and Conditions**

Successful applicants will be required to enter into a loan agreement with the Council for the work (at the Council's election). The agreement with the New Plymouth District Council will include, but is not limited to the following conditions:

### **THE LENDER/ARTIST OF THE WORK:**

- Will retain all intellectual property rights to the work, but will grant the Council a licence to display/exhibit the work for the loan period and conduct all related publicity and marketing, including photography of the work for future promotional purposes.
- Work co-operatively with Council staff and/or contractors in relation to the work including abiding by all Council and/or its contractor's instructions as to health and safety.
- Has full and unrestricted rights and authority to lend the work to the Council for the festival period.
- Agrees not to display any material, make any announcements or comment to the media or in any form of social media on matters related to the Festival unless prior written approval has been obtained from the Council's nominated representative.
- Acknowledges that the installation and removal of the feature will be completed by the Council's approved contractor under direction or supervision from the lender. The Council reserves the right to select alternative sites for the design or adjust/relocate the design during the festival for operational reasons.
- Work in good faith, to attempt to resolve any defective work.
- Make himself/herself available for publicity and marketing purposes in relation to the festival, including preparing a biography, installation description and supplying photographs, if requested.

### **COUNCIL'S OBLIGATIONS:**

The Council will:

- Where practicable, ensure that an acknowledgement of the artist/lender is made in the marketing and promotional materials produced for the festival.
- At its sole discretion, provide such of its lights, fittings and cabling as may assist the installation of features.
- Be responsible for restoring, preserving and maintaining the feature during the festival period and will seek input from the artist in relation to this.
- Insure the work against all risks of physical loss or damage from any external cause whilst under the care and custody of the Council during the loan period.