



CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT

TEMPORARY EXHIBIT AND DISPLAY GUIDELINES

INTRODUCTION

To enhance the public spaces at the City of Billings Logan International Airport, the Airport encourages temporary exhibits and displays within the Terminal Building areas. The temporary exhibits and displays shall be for the primary purpose of enhancing aesthetics, enjoyment, and interest in selected public spaces and are not intended to be for sale while on display. The following guidelines outline the procedures that will be used to evaluate exhibit and display requests, and to manage the exhibits and displays once they are in place. For the purpose of these guidelines, exhibit and displays will include, but are not limited to, the original concepts of artists, sculptors, and other craftspeople, executed in any visual art/craft medium, sculpture, carved, cast, assembled or constructed, paintings, prints, photographs, drawings, murals, wall hangings, ceramics, or combinations of media.

Due to the Airport's operational, security, and public safety requirements, Airport staff members will be responsible for the placement, mounting, hanging, or affixing of all exhibit or display materials in or on the approved Terminal Building areas once an exhibit or display has been approved for showing. The Airport will also periodically clean and insure the display materials (for damage and loss) while in the Airport's possession in accordance with the Temporary Exhibit and Display Agreement as set forth in Attachment 1. At the conclusion of the established exhibit or display period, the Airport will remove all exhibit or display materials (including any signage) and release them to the exhibitor as specified in the Temporary Exhibit and Display Agreement. The following Terminal Building area locations are normally available for displays and exhibits:

- Select wall locations on the secured concourse areas.
- Select wall locations in the baggage claim area, and the walkway between the ticket lobby and baggage claim area.
- High ceiling areas in the baggage claim area, and walkway between the ticket lobby and baggage claim area.
- Floor space in the baggage claim area, walkway between the ticket lobby and baggage claim area, and within the concourse areas. A case-by-case determination will be made on all floor space exhibits or displays, due to Terminal Building area space constraints.

SELECTION CRITERIA (TEMPORARY EXHIBITS AND DISPLAYS)

An individual, or group who desires to offer a temporary exhibit or display in or on City of Billings Airport facilities will be required to submit a written detailed description of the exhibit or display for evaluation by the Airport. The Airport encourages the inclusion of pictures and sketches to help illustrate the proposal and to facilitate the review. At a minimum, the proposer must address the following items when submitting their request:

1. Proposed location desired for the exhibit or display.

2. Theme of the exhibit or display, its relevance and linkage to the Billings community and the Airport, and the proposer's view of how the exhibit or display will resonate with the public. The Airport desires that exhibits and displays reflect and respect local values and character, be informative for the traveling public, and provide a source of community pride for area residents. The exhibit or display must be aesthetically and functionally compatible with the Airport environment, and use appropriate subject matter for display in a family oriented public building frequented by persons of all ages. Exhibits or displays that offer a diversity of style, scale, media, ethnicity, subjects, and gender are encouraged.
3. Information about the proposer and their experience in delivering projects with similar scopes. The Airport prefers exhibits from local and regional exhibitors. The proposer should also specify if they have previously presented displays or exhibits at the Airport. Dates, descriptions, and duration of the previous projects should be specified.
4. The construction methods and materials used in the exhibit or display, and any impact it may have on the public safety, security, or fire exposure for the Airport, to include how the proposer envisions the exhibit and display materials will be mounted, affixed, or secured to the Airport facilities. Very large exhibits that are difficult to display may not be considered. A list of the total number of display pieces, including a description of each piece along with the size dimensions and weight of each piece should also be included. Due to the size, proposed location, and the type of materials used to construct the exhibit, the City of Billings Fire Code may require the exhibit piece(s) to be treated with a fire retardant before it/they can be displayed in the public spaces of the Terminal Building. It is the responsibility of the proposer to determine if this type of fire protection is needed and to properly prepare the exhibit piece(s) should it/they be approved for display in the Terminal Building.
5. The total estimated value of the exhibit or display materials and all associated signage.
6. The proposer must address how the exhibit or display will fare against environmental elements, and detail any special maintenance and cleaning requirements that will be required during the term of the exhibit or display in order to permit the Airport to accurately estimate the operational and financial impact of the proposed maintenance and cleaning requirements. Exhibits that contain materials which are inherently dangerous or unstable, are made out of materials which may decay, emit odors, or are extremely fragile will not be considered.
7. The requested length of the exhibit or display.
8. The proposer shall identify any sponsors and specify any planned promotional events during the exhibit or display period. This should include, but is not limited to, a grand opening event, tours, or any other event or gathering during the term of the exhibit or display. The proposer shall include proposed dates and times, estimated number of guests attending, the planned format of each event, and any requested involvement/participation by the Airport and Airport staff. If all or a portion of the exhibit or display materials are mounted in secured areas of the Airport, promotional events will not be approved due to aviation security requirements.

9. Describe in sufficient detail any requested signs, placards and/or advertising (i.e., for the exhibit or exhibit sponsors) that would be included with the proposed display or exhibit. Please include:

- The number and proposed locations of these announcements.
- The physical size of the announcements. All promotional and informational signage should be uniform in size and appearance.
- How the proposer desires to display the announcements to include the material(s) that would be used.
- The requested text, graphics, and logos that will be included on the announcements.

EVALUATION AND SELECTION PROCESS

The Director of Aviation and Transit (Director) or his designee will be responsible for evaluating all exhibit and display requests. The Director's determination will be based on consideration of the following:

- The proposer's compliance with the selection criteria.
- The proposer's experience in displaying similar exhibits.
- If the proposer has previously offered displays or exhibits within the Terminal area.
- If a similar exhibit has been recently displayed at the Airport.
- The availability of space within the Terminal Building to accommodate the request.
- The quality of the exhibit materials and how it may impact the Airport's ability to assemble, mount, hang, affix, maintain, clean, and insure the exhibit.
- The proposer's willingness to enter into a Temporary Exhibit and Display Agreement.

At the completion of the Director's review, the proposer will be provided with a written determination of the Director's decision. The Director reserves the right to request changes to the exhibit or display request, or to seek clarification from the proposer prior to making a determination. The Director's decision will be final, and at his/her sole discretion, the Director may refuse any display or exhibit request, or any promotional or signage material associated with the exhibit or display.

EXHIBIT AND DISPLAY AGREEMENT

If the proposer is selected by the Director to offer a display or exhibit within the Terminal Building area, the proposer will be required to enter into a Temporary Exhibit and Display Agreement with the Airport. A draft of this Agreement is contained in Attachment 1 and should be carefully reviewed by the proposer before submitting a request. If the proposer desires to offer changes or modifications to this Agreement, the proposer is required to identify their requested changes when submitting their exhibit or display proposal. Changes to the Agreement that are requested after the exhibit or display has been approved for showing will not be considered.



CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT
TEMPORARY EXHIBIT AND DISPLAY
AGREEMENT

This Agreement, made and entered into on _____, by and between the following:

The City of Billings Logan International Airport (Airport)

and

_____ (Exhibitor)

The Airport and the Exhibitor desire to enter into this Agreement for the purpose of allowing temporary loan of Exhibit materials by Exhibitor to the Airport for the display (description/title) _____.

The approved Airport Terminal Building location(s) for this Exhibit is/are as follows:

_____.

This Agreement is not intended to transfer ownership from Exhibitor to Airport of any Exhibit materials while on loan for display at the Airport Terminal Building.

Term. The term of this Agreement shall be for a period of _____ month(s), commencing on the _____ day of _____ 20____ and terminating on the _____ day of _____ 20_____. This Agreement may be terminated by either party upon thirty (30) days written notice of one party to the other party.

Holdover. This Agreement shall terminate at the end of the full term as stated above without any notice by either party. A holding over by the Exhibitor beyond the expiration of the term shall not be permitted without the prior written consent of the Director of Aviation and Transit and then only on a month-to-month basis.

TERMS AND CONDITIONS

1. Exhibitor hereby agrees to loan to the Airport for display purposes only, those pieces of Exhibit materials and all promotional and informational signage identified on the Inventory Sheet(s) attached in Exhibit A and hereby made a part of this Agreement. A description

and value shall be recorded in the space provided for each piece of Exhibit material and all promotional and informational signage.

Upon delivery of Exhibit materials to the Airport, the Exhibitor and a representative of the Airport, on a joint basis, will inventory, check in, and verify receipt of all Exhibit materials, promotional and informational signage. All Inventory Sheets shall be signed and dated by both the Exhibitor and a representative of the Airport upon completion of the Exhibit materials check in. A copy of the completed and signed Inventory Sheets will be kept by each party for the duration of the display period.

At the time of delivery to the Airport, all Exhibit materials, promotional and informational signage shall be display ready and include the appropriate materials/supplies for mounting or display within the approved exhibit or display area(s) of the Airport. This shall include any protective covers, the appropriate framing, and hanging or mounting hardware. The Airport reserves the right to adjust and or require that specific mounting or installation materials be provided. The Airport has the final authority on all installation and dismantling determinations.

2. The Exhibitor will be permitted to promote the Exhibit with an opening reception; however, prior written approval of the Airport is required. Requests for an on-site event shall include proposed date(s), time(s), estimated number of guests, and the planned format of the event. Public events should not be requested if the Exhibit materials are displayed within the secured areas of the Airport due to Transportation Security Administration (TSA) aviation security requirements. Requests for such will not be approved.

Any promotional and informational signage for the Exhibit must be uniform and may contain the Exhibitor's contact information, but may not be used to display pricing information for the Exhibit materials. Sales of Exhibit materials will not be handled or facilitated in any way by Airport staff members. Exhibit materials sold must remain on display during the term of this Agreement unless written approval and release is received from the Airport. Any Exhibit materials sold and approved for removal from display will be released only to the Exhibitor.

3. The Exhibitor hereby warrants that he/she possesses unencumbered title and ownership to the Exhibit materials, free and clear of any liens that the description of the same is true and accurate, and sign a release for the Exhibit materials. If the Exhibitor is serving as an agent to display Exhibit materials that are not owned by the Exhibitor, the Exhibitor must provide written releases from the owner of each Exhibit piece not owned by the Exhibitor. The written releases must warrant that the owner of the Exhibit material has agreed to loan the Exhibit material to the Airport for display purposes only. Copies of all written releases must be included with the Exhibit A Inventory Sheets at the time the Exhibit materials are delivered to the Airport for display and kept by each party for the

duration of the display period. Exhibit materials will not be displayed unless written releases are provided at the time the Exhibit materials are delivered to the Airport, inventoried, and checked in.

4. The Exhibitor hereby grants to the Airport the right to use images from the Exhibit materials for publicity purposes as the Airport desires, to include, but not limited to, publicity announcements, within internal and external Airport and City of Billings documents, on the City of Billings and Airport Websites, and other media at the discretion of the Airport. Any images used will identify the Exhibit material owner in a photo credit.
5. The Airport reserves the right to refuse any piece of Exhibit material, promotional or informational signage, for any reason including, but not limited to, damaged or incomplete Exhibit materials, faulty workmanship, misrepresentation of perjured Exhibit materials, lack of available display space in the Terminal Building, or lack of adherence to Exhibit theme or subject matter requirements.
6. At the end of the term of this Agreement, the Exhibitor shall have five (5) business days in order to pick up their Exhibit materials from the Airport. Hours for pick up are between the hours of 8:00 a.m. – 5:00 p.m., Monday through Friday; pick up can be arranged by phoning 406-657-8495. The Airport accepts no responsibility for Exhibit materials not picked up within the designated timeframe. Any Exhibit material that is not picked up by the deadline shall be treated as abandoned property and subject to disposal by the Airport without any further notice to the Exhibitor.
7. The Airport will be responsible for the placement, mounting, hanging, affixing, periodic cleaning, and maintenance of the Exhibit materials. The Airport reserves the right to make adjustments, at its discretion, to the approved display locations as the Exhibit is being assembled, installed, or displayed during the term of the Exhibit period if operational needs of the Airport shall warrant such.

Should Exhibit materials be damaged or need to be repaired during the Exhibit display period, the Airport reserves the right to perform maintenance or make minor and/or emergency repairs without consulting the Exhibitor. The Exhibitor shall provide the Airport with any special maintenance and repair instructions at the time the Exhibit materials are delivered to the Airport, inventoried, and checked in.

FEES

The Airport will not charge Exhibitor a fee to display the approved Exhibit materials.

ASSIGNMENT/TRANSFER

The Exhibitor shall not have the right to assign or transfer its interest in this Agreement to any other person or entity for any reason whatsoever.

INSURANCE AND INDEMNIFICATION

1. Indemnification. Exhibitor and Exhibitor's officers, directors, agents, representatives, and employees shall stand indemnified by the Airport as herein provided. It is expressly understood and agreed that Exhibitor is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that the Airport shall in no way be responsible therefore. It is further agreed that in the use of the Airport, in the placement, mounting, hanging, affixing, or maintenance of any approved exhibits or displays thereon, and in the exercise or enjoyment of the privileges herein granted, the Airport shall indemnify, save harmless, and defend the Exhibitor and Exhibitor's officers, directors, agents, representatives, and employees from any and all losses that may result to the Exhibitor and Exhibitor's officers, directors, agents, representatives, and employees because of any negligence, act or omission on the part of the Airport or Airport's agents, representatives, and employees and shall indemnify Exhibitor against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the premises.

Exhibitor expressly agrees that the Airport shall not be liable to Exhibitor, for personal injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion, aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or negligence of the Airport, its officers, agents, or employees.

2. Insurance. The Airport shall provide and keep in force for the term of this Agreement a commercial general liability policy, providing coverage for personal injury, bodily injury, death, and property damage, in amounts not less than \$750,000 per claim, and \$1,500,000 per occurrence.

Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Montana. The continuous maintenance by the Airport of all types of required insurance under this Agreement is mandatory. Failure of the Airport to maintain such insurance is a material breach of this Agreement and does not amend this Agreement, nor release the Airport from any other obligations in this Agreement.

PROPERTY INSURANCE COVERAGE

The City of Billings will provide Fine Arts coverage for displayed art or other displays as outlined by the Exhibitor in Exhibit A, up to the value of \$10,000. Art and other displays exceeding \$10,000 in value that require coverage above the \$10,000 threshold shall be the responsibility of the Exhibitor providing the displayed items. The insurance provided by the Fine Arts policy will be on a "special causes of loss form" provided by Affiliated FM Insurance Company. The following is a brief summary of the coverage provided and the coverage is subject to the terms and conditions of the policy provided to the City of Billings by Affiliated FM Insurance.

1. Fine Arts coverage means paintings, etchings, pictures, rare or art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains, and similar property of rarity, historical value, or artistic merit, excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money, securities.
2. Breakage of any Fine Arts is not covered unless breakage is covered by the following named perils to loss: fire, lightning, wind, hail, explosion, smoke, aircraft, vehicles, strike, riot, civil commotion, vandalism, theft, sprinkler leakage, and collapse of buildings.
3. No coverage is provided for loss or damage to any Fine Art as a result of restoring, repairing or retouching processes, changes in temperature dampness, dryness, color, texture, or finishes.

The Exhibitor should consult their personal insurance representative for concerns on property or liability questions on their fine arts or other displayed items.

The undersigned acknowledge that they fully understand the terms of this Agreement and accept the terms and conditions stated above.

AIRPORT:

City of Billings Logan International Airport

Jeff Roach, A.A.E.
Aviation and Transit Director

EXHIBITOR:

Date: _____

Date: _____



EXHIBIT A

CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT TEMPORARY EXHIBIT AND DISPLAY DESCRIPTION

The Exhibitor shall describe each individual Exhibit piece and all promotional and informational signing that will be displayed in the Terminal during the term of the Agreement. This description shall also include all framing and mounting hardware provided by the Exhibitor along with the estimated value for each piece, and the date that each piece was delivered and inventoried by the Exhibitor and a representative from the City of Billings Logan International Airport. **Use a separate inventory sheet for each individual piece.**

NAME/DESCRIPTION OF EXHIBIT: _____

EXHIBIT OWNER: _____

NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE NUMBER _____

EXHIBIT START DATE: _____ **EXHIBIT END DATE:** _____

DISPLAY LOCATION: _____

TOTAL NUMBER OF EXHIBIT PIECES TO BE DISPLAYED: _____

TOTAL NUMBER OF PROMOTIONAL AND INFORMATIONAL SIGNING PIECES TO BE DISPLAYED: _____



EXHIBIT A

CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT TEMPORARY EXHIBIT AND DISPLAY INVENTORY SHEET

ALL SPACES MUST BE FILLED IN

EXHIBIT PIECE NUMBER: _____

DESCRIPTION OF EXHIBIT OR PROMOTIONAL/INFORMATIONAL MATERIAL:

VALUE OF PIECE: _____

INVENTORY DATE: _____

EXHIBITOR SIGNATURE: _____

**AIRPORT REPRESENTATIVE
SIGNATURE:** _____

EXHIBIT PIECE NUMBER: _____

DESCRIPTION OF EXHIBIT OR PROMOTIONAL/INFORMATIONAL MATERIAL:

VALUE OF PIECE: _____

INVENTORY DATE: _____

EXHIBITOR SIGNATURE: _____

**AIRPORT REPRESENTATIVE
SIGNATURE:** _____



EXHIBIT A

CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT TEMPORARY EXHIBIT AND DISPLAY INVENTORY SHEET

ALL SPACES MUST BE FILLED IN

EXHIBIT PIECE NUMBER: _____

DESCRIPTION OF EXHIBIT OR PROMOTIONAL/INFORMATIONAL MATERIAL:

VALUE OF PIECE: _____

INVENTORY DATE: _____

EXHIBITOR SIGNATURE: _____

**AIRPORT REPRESENTATIVE
SIGNATURE:** _____

EXHIBIT PIECE NUMBER: _____

DESCRIPTION OF EXHIBIT OR PROMOTIONAL/INFORMATIONAL MATERIAL:

VALUE OF PIECE: _____

INVENTORY DATE: _____

EXHIBITOR SIGNATURE: _____

**AIRPORT REPRESENTATIVE
SIGNATURE:** _____