

ART DISPLAY AGREEMENT

This Art Display Agreement ("Agreement") is made and entered by and between the City of Saginaw, Texas, Municipal Corporation ("City"), the Keep Saginaw Beautiful Committee ("KSB"), and _____ ("Artist") (collectively the "Parties") on the terms and conditions set forth below.

WHEREAS, the City has established the KSB to promote, sustain and cultivate public art through the display of art pieces at Display Sites in Saginaw, Texas; and

WHEREAS, the City has established Display Sites for the placement of art throughout Papillion ("Display Sites"); and

WHEREAS, in exchange for the promotion of the arts, Artist desires to lend, at no cost to the City and the KSB, his/her Artwork (depicted and attached hereto as Exhibit "A" in its final format) for display at the Display Site designated below; and

WHEREAS, the Artist is qualified and able to perform the services as described in this Agreement; and

WHEREAS, the City and the KSB has investigated and determined that it would be beneficial and in the best interests of the City and its citizens to allow the Artist to place the Artwork at the Display Site to promote visual arts in the City on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises and the agreements contained herein, the Parties hereby agree as follows:

1. **Artwork.** Artwork is defined as including, but is not limited to, paintings, drawings, murals in any media, stained glass, statues, bas relief or other sculptures; environmental artworks or public places designed by Artists; monuments, fountains, arches or other structures of a permanent or temporary character intended for ornament or commemoration, integrated and functional architectural elements designed by the Artist, video and other media-based works.

Artist agrees to, at no cost to the City and KSB, lend his/her Artwork for display at a Display Site. All modifications or additions to the Artwork, subsequent to signing this agreement, shall be in writing, signed by both parties, and attached to this Agreement.

2. **Display Site.** The Artwork will be located at _____.
3. **Delivery/Loan Period.** Artist hereby agrees to loan the Artwork to the City for the time period of _____ through _____. Artist shall, at his/her sole cost and expense, be responsible for delivery and removal of the Artwork to and from the Display Site. The removal of the Artwork shall occur no later than _____ ("Removal Date"). Artist acknowledges and agrees that all Artwork submitted for display is subject to the final approval of the City prior to any placement or installation of Artwork at the Display Site. The City reserves the right to have the Artwork removed prior to the expiration of the Agreement if it is deemed at any time to interfere with the City operations or if the Artwork creates a health or safety hazard.
4. **Installation.** The Artwork shall be installed and incorporated into the Display Site pursuant to the display standards established by the KSB. The Artist shall provide to the City and the KSB a written description of the manner in which the Artwork should/will be installed, including a

statement of details addressing any preparatory work which must be performed, by the Artist, to prepare the site.

The City shall cooperate with the Artist in the preparation of the Display Site prior to installation; however, it shall be the responsibility of the Artist to apply for, pay for, secure and comply with the conditions and requirements of any and all costs associated with and related to the installation of the Artwork, including, but not limited to, permits that may be required by law for such installation.

5. **Maintenance of Artwork.** At all times the maintenance of the Artwork shall be the sole responsibility of the Artist. Any and all costs associated with or related to the maintenance of the Artwork shall be the sole responsibility of the Artists.
6. **No Security; Assumption of Liability and Waiver of Damages.** Artist acknowledges and agrees that the City and the KSB will not provide any security for the Artwork, and the City and the KSB shall not, for any reason, be liable for any lost, stolen and/or damaged Artwork and/or the related materials, equipment and/or any other items associated and/or used in conjunction with the Artwork. ARTIST HEREBY RELEASES THE CITY, THE KSB, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, THAT HE/SHE MAY HAVE WITH REGARD TO LOST, STOLEN AND/OR DAMAGED ARTWORK AND/OR RELATED MATERIALS, EQUIPMENT AND/OR ANY OTHER ITEMS ASSOCIATED AND/OR USED IN CONJUNCTION WITH THE ARTWORK AND/OR DISPLAY SITE.
7. **Removal of Artwork and Waiver of Damages.** Should Artist fail to remove the Artwork by the Removal Date, the City or the KSB shall have the right to dispose of the Artwork and any other items related thereto in any manner deemed appropriate in the sole discretion of the City and the KSB. Artist shall be responsible for any and all costs and expenses associated with the City's and the KSB's removal of the Artwork and/or the related materials, equipment and/or any other items associated and/or used in conjunction with the Display Site as provided in this Paragraph. Furthermore, the Artist agrees to leave the Display Site in the same condition as it existed when the Artwork was installed and the Artist is responsible for making any and all necessary repairs to the Display Site in order to return it to its original state, as determined under the reasonable discretion of the City. ARTIST HEREBY RELEASES THE CITY, THE KSB, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES THAT HE/SHE MAY HAVE WITH REGARD TO, THE CITY'S AND THE KSB'S REMOVAL OF THE ARTWORK AND/OR RELATED MATERIALS, EQUIPMENT AND/OR ANY OTHER ITEMS ASSOCIATED AND/OR USED IN CONJUNCTION WITH THE DISPLAY SITE AS PROVIDED IN THIS PARAGRAPH.
8. **Insurance.** Prior to the installation of the Artwork, the Artist shall procure and maintain such comprehensive general liability insurance as will protect the Parties, and each of their respective officers, agents, employees and subcontractors performing any of the work covered by this Agreement, from claims of damages for personal injury including accidental death, as well as from claims of property damages, which may arise from operations or work under this Agreement, whether such operations or work be by any of the Parties, or any of their respective officers, agents, employees or subcontractors performing any of the work during the life of this Agreement. The Artist understands that the Artwork or other property loaned to City will not be insured by the City or KSB, and that the Artist bears the risk of any loss or damage to the Artwork. The estimated insurance value of the Artwork is _____. The insurance policy procured shall name the City and the KSB as additional insured parties and shall require a thirty-day cancellation notice.

9. **Photographic Rights.** Artist hereby grants permission to the City and the KSB to photograph and/or videotape and/or to authorize others to photograph and/or videotape the Artwork for any non-commercial use, including but not limited to, installation documentation, publicity of the Artwork, record keeping and additional non-commercial purposes such as, among others, educational, public relations and promotion of the arts.
10. **Artist and the City/KSB Relationship.** The Parties agree that the City and the KSB are not, under any circumstance, acting as Artist's agent, dealer and/or exclusive seller.
11. **Representations and Warranties Regarding Copyright.** Artist hereby warrants and represents that the Artwork is an original creation of Artist and will not infringe the copyright, trademark or other intangible rights of any third party.
12. **Termination/Waiver of Damages.** This Agreement may, at any time, be terminated for any reason or no reason at all. Should the City or the KSB terminate this Agreement, ARTIST HEREBY RELEASES THE CITY, THE KSB, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, HE/SHE MAY HAVE WITH REGARD TO THE CITY'S OR THE KSB'S TERMINATION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ACTUAL AND/OR CONSEQUENTIAL DAMAGES.
13. **Indemnification.** ARTIST SHALL DEFEND, INDEMNIFY, SAVE HARMLESS, AND EXEMPT THE CITY, THE KSB, ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL LAWSUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES INCIDENT TO THE OBLIGATIONS AND PROVISIONS OF THIS AGREEMENT, THE VIEWING OF ARTWORK BY THE PUBLIC, OR ANY LEGAL CLAIMS OR ACTIONS ARISING OUT OF A NEGLIGENT ACT OR OMISSION OF THE CITY OR THE KSB, THEIR RESPECTIVE OWNERS, OFFICERS, PARTNERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS AND/OR EMPLOYEES. This Paragraph shall survive the termination of this Agreement.
14. **Governing Jurisdiction.** This Agreement is governed by the laws of the State of Texas. Venue for any suit brought under this agreement shall be in Tarrant County, Texas.
15. **Default.** In the event Artist fails to comply with any of the provisions of this Agreement, the City and the KSB shall have the following remedies, in addition to the City's and the KSB's other rights and remedies:
 - a. To immediately terminate this Agreement without any liability to the City or the KSB as previously provided herein; and/or
 - b. To require the immediate cessation of the set up, operation and/or removal of the Artwork.
16. **Miscellaneous Provisions.**
 - a. *No Third Party Beneficiaries.* Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

- b. *Assignment.* This Agreement is not assignable without the prior written consent of the City and the KSB.
- c. *Notices.* Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified or by delivering the same in person to such party via a hand-delivery service. For purposes of notice, the addresses of the parties shall be as follows:

If to Artist, to: _____

If to the City, to: City of Saginaw
Attn: City Secretary
333 West McLeroy Blvd.
Saginaw TX, 76179

If to the KSB, to: Keep Saginaw Beautiful Committee
333 West McLeroy Blvd.
Saginaw TX, 76179

- d. *Entire Agreement.* This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.
- e. *Counterparts.* This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original. A separate signature will be deemed to constitute an original if properly executed.
- f. *Authority to Execute.* The individuals executing this Agreement on behalf of the respective parties below represent to each other that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- g. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein.
- h. *Severability.* In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

ARTIST:

By: _____

Date: _____

Name: _____

Title: _____

KSB:

Keep Saginaw Beautiful Committee:
333 West McLeroy Blvd.
Saginaw TX, 76179
817-232-4640

By: _____

Date: _____

Name: _____

Title: _____

CITY:

City of Saginaw
333 West McLeroy Blvd.
Saginaw TX, 76179
817-232-4640

By: _____
Mayor of Saginaw

Date: _____

Exhibit "A"

Depiction of Artwork To Be Displayed

Name of Artist: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell Phone: _____

Email Address: _____ Website: _____

Title of Artwork: _____

Medium Used: _____

Dimensions: _____

Installation Instructions/Description:

Additional Comments:

Dates Requested and Available for Display: _____

Photo of Artwork (Please attach or send by email to Keep Saginaw Beautiful Committee)

Signature of Artist

Date

For Keep Saginaw Beautiful and City of Saginaw Only

Date Request Received _____ Date Reviewed for Display _____

Date Approved / Denied (Arts KSB) _____ Date Approved / Denied (Mayor) _____

Approved Display Dates _____