## ARTWORK LOAN AGREEMENT DOWNTOWN PUBLIC ART PROGRAM

THIS AGREEMENT is made and entered into this	_ day of	, 20, by
and between the City of Roseville, a municipal corporation (	'CITY") and	
	_("ARTIST").	
<u>WIINESSETH</u> :		
WHEREAS, the CITY has established a Downtown P	ublic Art Progra	am ("Program") to
promote public art through the display of art pieces in downto	own Roseville; a	ınd
WHEREAS, ARTIST wishes to loan CITY the artwork	k specified belo	ow ("the Artwork")
to be displayed as part of the Program.		
NOW, THEREFORE, the parties agree as follows:		
Loan of Artwork. ARTIST agrees to lend the	Artwork to the (	CITY for the
Program subject to the terms and conditions of this Agreemen	nt. The Artwork	accepted for this
Program is described as follows:		
Artist:		
Title:		
Date:		
Medium/Description:		
Size:		
Weight:		
Insurance Value:		

- 2. <u>Term.</u> The term of this Agreement shall be for two (2) years commencing upon completion of installation of the Artwork. Following such initial two (2) year term, the CITY may, at its sole option, extend this Agreement for an additional year. Further extensions to this Agreement after three (3) years requires the mutual written consent of the parties.
- 3. Honorarium. CITY agrees to pay ARTIST a \$1,000 honorarium for participation in the Program; said honorarium to be paid 50% upon execution of this Agreement, and 50% upon completion of the installation of the Artwork. This will be the extent of CITY's monetary obligation to ARTIST.

## 4. Installation.

CITY will be responsible for the following:

- a. Reviewing location sites for pedestrian and traffic safety.
- b. Designing and installing footings for artwork installation at the location sites.
- c. Hiring a contractor to install the Artwork to the footings.
- d Coordinating the installation between the contractor and ARTIST.
- e. Installing a plaque listing the artist's name and title of the piece to the artwork display.

ARTIST will be responsible for the following:

- a. Transporting the Artwork to the location site.
- Removal. CITY shall remove or cause to be removed the Artwork within thirty (30) days after expiration of this Agreement. CITY reserves the right to have the Artwork removed prior to the expiration of this Agreement if it is deemed at any time to interfere with CITY operations or if the Artwork creates a health or safety hazard.

- 6. Maintenance. CITY will provide limited ongoing maintenance as set forth in a separate Maintenance Agreement entered into between the CITY and ARTIST. The Artwork will not be installed until execution of the Maintenance Agreement. CITY agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. CITY will contact ARTIST if the Artwork is damaged or altered in any way to discuss responsibility for repairs as established in the Maintenance Agreement. CITY is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, for gradual deterioration, for inherent vice, for vandalism, or for damage due to acts of God.
- Commission. If the Artwork is sold during the term of this Agreement, ARTIST agrees to pay CITY a ten percent (10%) commission on the sale of the Artwork. The commission must be paid within thirty (30) days after the sale. No sales transactions between ARTIST and the buyer may be conducted on CITY owned or controlled property. All sales transactions of the Artwork, including, but not limited to, the collection of sales tax or commissions during the term of this Agreement, shall be handled by ARTIST and shall be the exclusive responsibility of ARTIST. ARTIST may ask the CITY to remove the Artwork sold during the term of this Agreement provided ARTIST gives CITY ninety (90) days notice of removal to allow CITY time to hire a contractor for the removal and to find replacement artwork.
- Marketing. ARTIST represents to CITY that ARTIST owns the copyright for the Artwork loaned to CITY. ARTIST grants to the CITY a non-exclusive, unlimited and irrevocable license to make, and to authorize the making of, photographs and other two-dimensional reproductions of the Artwork for all promotional uses, including advertising, educational and promotional materials. The CITY will create marketing materials that acknowledges the Artwork, notes a purchase price (assuming ARTIST is offering the Artwork

for sale), and details the location of all Artwork included in the Program. The type, style and frequency of the marketing will be at the sole discretion of the CITY. This marketing might include, but not be limited to, brochures, published advertisements and city website exposure. The CITY agrees that these rights shall be exercised in accordance with the California Art Preservation Act (California Civil Code Section 987).

- 9. Other Agreements. ARTIST warrants that loan and exhibition of the Artwork does not violate the terms of any other agreement or obligation.
- insurance value of the Artwork is \_\_\_\_\_\_ ARTIST understands that CITY does not carry a specific policy of insurance to cover works of art or other property lent to CITY for the Program ARTIST further understands and agrees that, although every precaution will be taken to protect the Artwork, ARTIST will not hold the CITY, its officers, employees, agents, or volunteers responsible for damage, loss or theft of the Artwork. CITY makes no guarantee or warranty of agreement to indemnify ARTIST in the event of damage, loss or theft of the Artwork.
- Indemnification. ARTIST shall defend, indemnify, save and hold harmless CITY, its officers, agents, employees, and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death or any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of ARTIST's loaning of the Artwork for the Program, except those matters arising from CITY's sole, active negligence. The parties intend that this provision shall be broadly construed.
- Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class, postage prepaid, addressed as follows:

CITY OF ROSE	EVILLE	<u>ARTIST</u>
Planning & Redevelopr Attn: Bill Aiken 311 Vernon Street Roseville, CA 95678	nent	
	-	agreement, and contains all of the arties. It shall be read as a whole
		municipal corporation, has executed ST has caused this Agreement to be
duly executed.		
CITY OF ROSEVILLE, a municipal corporation		ARTIST
W. CRAIG ROBINSON City Manager		
ATTEST:		
SONIA OROZCO City Clerk		
APPROVED AS TO FORM:		
BRITA J. BAYLESS City Attorney		

## APPROVED AS TO SUBSTANCE:

PAUL RICHARDSON

Planning & Redevelopment Director