

_____, 2014

CITY OF OLYMPIA ART PROGRAM

Contract for Temporary Loan of Sculpture

THIS CONTRACT dated _____, 2014 between the City of Olympia, hereinafter referred to as the "CITY" and _____, hereinafter referred to as the "ARTIST" is entered into on the terms and conditions as set forth below.

WHEREAS, the CITY wishes to contract with the ARTIST for the loan of an exterior sculpture for display along Percival Landing, _____, hereinafter called the ARTWORK; and

WHEREAS, the ARTIST has been selected through an open jury process; and

WHEREAS, the CITY wishes to borrow the original ARTWORK from the ARTIST for an all inclusive amount of \$580.00; and

WHEREAS, the CITY wishes to borrow the work for a period of up to one year;

NOW THEREFORE, the CITY and the ARTIST, for the consideration and under the conditions hereinafter set fourth, agree as follows:

- 1 The CITY does hereby retain the ARTIST to perform the work and services hereinafter described. The ARTIST is an independent contractor and shall furnish all supervision, labor, materials, supplies, equipment or use thereof, travel expenses and all other incidentals, except as specifically provided below, and shall conduct and complete the work in a professional and timely manner.
- 2 The scope of work to be performed by the ARTIST under this contract is as follows:
 - Attach the ARTWORK to a CITY provided attachment plate. ARTIST must pick up plate or make arrangements with the CITY to prep plate at the ARTIST's expense.
 - Provide secure connection from sculpture to plate.
 - Deliver ARTWORK with plate for installation on a specific date and time to be determined by the CITY and the ARTIST, the week of July 7-10, 2014.
 - ARTIST is responsible to place sculpture on the pedestal, in coordination with the City.
 - To loan the sculpture to the CITY for a period of up to one year.
 - Attachment plate is to be returned to the CITY upon completion of exhibition.
- 3 The CITY shall have the right to display the work at a location selected by the City and to graphically and electronically reproduce the ARTWORK, while on display, for any and all future publicity and fund-raising endeavors conducted independently by the CITY, provided that any such reproduction is credited to the ARTIST.

- 4 The ARTIST agrees to relinquish the right to any financial proceeds in association with aforementioned reproductions of the ARTWORK.
- 5 The ARTIST shall be paid by the CITY upon installation of the ARTWORK and purchase of a City business license. The total payment shall be an exact amount of \$580.00, to include all applicable taxes. The CITY will make payment to the ARTIST within 30 days of receipt and approval of services completed.
- 6 The ARTIST will be recognized both by a nameplate near the sculpture and on the City's website.
- 7 Any sale of the ARTWORK on display must wait until the end of the exhibition, after the ARTWORK has been returned to the ARTIST.
- 8 It is understood by the ARTIST and the CITY that exterior work on public display will acquire wear by the elements and interaction with the public. The ARTIST guarantees that the work is made of durable materials and understands that no compensation will be made for any such wear.
- 9 Upon installation of the ARTWORK, in the rare case of tagging of the ARTWORK, the CITY will work with the artist to attempt to remove the marks, but will not bear liability for repair.
- 10 Upon installation of the ARTWORK, the CITY will assume limited liability for any gross damage (unrepairable by ARTIST) or theft of the ARTWORK. The artist is responsible for all repairs of the ARTWORK and for removing the ARTWORK to repair it and replacing the ARTWORK after it has been repaired. Replacement cost for the ARTWORK if it is damaged beyond repair or stolen shall not exceed \$1,500. In the event of gross damage, ARTWORK will be immediately removed from display.
- 11 This contract may be changed, modified, or amended only by written agreement executed by both parties and attached hereto.
- 12 The services contracted herein shall be rendered without discrimination as to race, creed, color, national origin, marital status, sex, sexual preference, age, or the presence of any sensory, mental, or physical handicap.
- 13 The ARTIST shall defend, protect, indemnify, and save harmless the CITY, their officers, agents, employees, and assigns, from and against any and all damages, claims, suits, and/or actions arising from any negligent act, negligent activity, or omission of the ARTIST or any employee or agents of the ARTIST in and during the performance of this contract.
- 14 If any provision of this contract, or any provision of any document incorporated by reference shall be invalid, such invalidity shall not affect the other provisions of the contract which can

be given affect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

- 15 The CITY may, by written notice, for nonfulfillment of contractual terms, terminate this contract in whole or in part. If this contract is so terminated, the artist is responsible for promptly removing the ARTWORK, and the CITY shall be liable only for payment for services rendered prior to the effective date of termination.
- 16 The ARTIST'S services under this contract shall terminate one year from installation, and, at termination, the artist is responsible for removing the ARTWORK from the display area.
- 17 **IN WITNESS** thereof, the parties hereto executed this agreement on the day and year first written above.

ARTIST

By: _____

Date: _____

Address:

Phone Number:

CITY

Stephanie Johnson

By: _____

Date: _____

Title: Arts Program Manager

APPROVED AS TO FORM:

City Attorney

PercivalArt.contract