# AGREEMENT FOR THE TEMPORARY LOAN OF

# ARTWORK FOR THE PLASTIC FREE PLAN-IT EXHIBITION

This Agreement for the Temporary Loan of Artworks (“Artworks”) is made and entered into as of October 30, 2018, (“Effective Date”) by and between the **CITY OF GRAND PRAIRIE** (“City”) and **Rebecca Low, Artist/Owner Rebecca Low Sculptural Metal Gallery and Studio** (“Artist”) in reference to the following facts, circumstances, terms and conditions:

1. PURPOSE
	1. The City agrees to grant a license for a temporary period of time from November 2, 2018, to November 30, 2018 to the Artist, and the Artist accepts the license from the City, for the purpose of installing artworks which the Artist represents and warrants it holds all right, title and interest therein or otherwise possesses the right of control to exhibit namely, *Ode to Miro*, and *Seeing Things Miss Ellie Fontê* by Rebecca Low; and *Fish* and *Standing Fish* by Terry Jones, represented by Rebecca Low Sculptural Metal Gallery and Studio; herein referred to as “Artworks.” Photos of the Artworks can be found in Exhibit A. The Artworks will range in design and size with none exceeding 90” tall or 200 pounds.

1.2 This Agreement does not constitute an agreement for the purchase of the Artworks.

1. EXHIBITION SITE
	1. The installation site (“Site”) of the Artworks will be the Uptown Theater – 120 E. Main St., Grand Prairie, TX 75050.
2. NO COMPENSATION
	1. The Artist agrees to loan these Artworks free of charge.
3. TERM
	1. The temporary installation of the Artworks will commence on November 2, 2018, and continue through at least Sunday, November 25, 2018.
	2. The Artist shall remove the Artworks from the Site by 5 p.m., Friday, November 30, 2018. The City, at its sole discretion, may earlier terminate this Agreement and thereby require the Artist at his or her sole cost and expense, to remove the Artworks from the Site within the one-week period.
4. IDENTIFICATION PLAQUE
	1. The City, at its sole cost and expense, will or will cause the design, fabrication and installation of identifying information that will identify the name of the Artist, the titles (if any) and the dates of creation of the Artworks and recognition that the Artworks are on loan from the Artist.
5. INSTALLATION AND REMOVAL
	1. The Artist will be assisted by the City for the transportation and delivery of the Artworks to and from the Sites and will supervise the installation and the subsequent removal of the Artworks.
	2. The Artist will install and remove the Artworks on sites with a crew from the City.
	3. The Artist will obtain approval of the City, acting by its representative, Public Art Coordinator Tammy Chan, before the agreed to date and time of day of installation and the subsequent removal of the Artworks.
	4. The Artist represents and warrants that the installation and removal of the Artwork will not unacceptably damage or alter the Artwork.
6. MAINTENANCE AND REPAIRS
	1. The Artist, shall be responsible for all reasonably necessary maintenance and repairs of the Artwork during the term of this Agreement. “Maintenance” includes, but is not limited to, routine cleaning of the Artwork as necessary to maintain the Artwork in a condition appropriate for public display and any and all actions taken to preserve, restore, or conserve the Artwork.
	2. The City shall not be liable to Artist/Donor for any damage to Artwork caused by maintenance or repairs undertaken by Artist/Donor or by the failure to undertake any such maintenance or repairs.
7. LIMITED GRANT OF LICENSE
	1. The Artist grants to the City a non-exclusive, royalty-free, irrevocable license to do the following with respect to the Artworks, in whatever media, including, without limitation, digital and electronic media, that now or hereafter are known: (A) display the Artworks at the Site; (B) display images of the Artworks over the Internet and in Social Media by the City, by inclusion of those images in the City’s web site, social media pages and informational brochures and materials; (C) use the images for City government use-related purposes, including, without limitation, education-, information-, and publicity-related materials, including, in materials relating to the City’s Public Art Program; and (D) sublicense the rights granted herein to third parties to fulfill the public art purposes of the City’s license granted to the Artist.
	2. Third Party Infringement. The City is not responsible for any third party infringement of any copyright to the Artwork held by Artist/Donor and is not responsible for protecting the intellectual property rights of Artist/Donor.
8. REMOVAL BY CITY
	1. If the Artist does not remove or cause the removal of the Artworks within the appropriate time periods described in this Agreement, then the Artworks may be removed and stored by the City at the Artist sole cost and expense in accordance with the terms and conditions of this Agreement.
	2. If the City incurs any unanticipated costs as a result of any failure by the Artist to remove the Artworks in accordance with the terms and conditions of this Agreement, the Artist shall reimburse the City for those costs. The Artist shall pay any such costs within thirty (30) days of receiving a written invoice from the City.
	3. If the Artwork can be removed from public display without significant damage to the Artwork or the site where the Artwork is installed, the City shall take reasonable precautions to minimize alteration of the Artwork during removal. If the Artwork cannot be removed from public display without alteration of the Artwork (e.g., it is incorporated into a building), Artist waives any and all such claims, and any rights granted under the Visual Artists Rights Act of 1990, against the City, its agents, officers and employees, for alteration of the Artwork.
9. RISK OF LOSS AND INSURANCE
	1. The Artist represents and warrants that the value of the Artworks totals $12,400 ($6,500 for *Ode to Miro* and$5,500 for *Seeing Things Miss Ellie Fontê* by Rebecca Low and $450 for *Fish* and $450 for *Standing Fish* by Terry Jones.
	2. The City shall insure the Artwork against damage and loss. If the Artwork is lost or damaged while on public display, the City’s liability shall in no event exceed the value of the Artwork stated in section 10.1 of this Agreement.
	3. The City and/or its insurer reserve the right to substantiate the value of the Artworks prior to settling any claim with the Artist or his/her successor. In the event that the Artist and the City disagree about the value of the Art, the Artist and the City agree to jointly hire an independent art appraiser and agree to be bound by the valuation arrived at by said independent art appraiser.
	4. The risk of loss or damage to the Artwork shall be borne solely by the Artist until the City takes possession and accepts the Artwork for transportation, installation and exhibition. Once the Artwork has been removed from public display and delivered to the Artist’s studio and reinstalled, if reinstallation occurs the same day as delivery back to the studio, pursuant to this Agreement, the risk of loss or damage to the Artwork shall be borne solely by Artist.
10. **HOLD HARMLESS AND INDEMNITY PROVISION**
	1. The Artist shall indemnify, protect, defend and hold harmless the City and its subdivisions, officials, employees and agents from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively “Losses”) arising from, in connection with or caused by: (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of the Artist and/or Artist’s agents, employees, or assigns; (b) any infringement of patent, copyright, trademark, trade secret or other proprietary right; or (c) any infringement of Artist’s rights under 16 U.S.C. § 106A, 16 U.S.C. § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law.
11. RESERVATION OF RIGHTS
	1. Notwithstanding any other provision of this Agreement, if the City is unable or unwilling to make, or to continue to make, the Sites available, due to budgetary constraints, action of the City Council, insufficient and other unavailable staffing, force majeure or for any other reason, or no reason at all, then the Artist and it’s agents, representatives, heir, successors and assigns will not have any right to file an action or make a claim against the City as a result of such action or inaction.
12. NOTICE
	1. Unless otherwise provided herein, all notices required hereunder shall be given by electronic mail or by delivered by the United States Postal Service, registered or certified mail, or other form of mail which offers proof of mailing, postage prepaid and addressed to the Party at the addresses below:

If to City: Tom Hart

City Manager City of Grand Prairie

P. O. Box 534045

Grand Prairie, TX 75053-4045

Copy to: Tammy Chan

Public Art Coordinator

P. O. Box 534045

Grand Prairie, TX 75053-4045

 Tchan@gptx.org

972-237-8159

If to Artist: Rebecca Low

Artist / Owner Rebecca Low Sculptural Metal Gallery and Studio

7608 Camp Bowie Blvd.

Fort Worth, TX 76116

rebeccalow@sbcglobal.net

817-907-8679

IN WITNESS WHEREOF, the Parties have duly signed this Agreement as of the Effective

Date.

# APPROVAL AS TO FORM: CITY OF GRAND PRAIRIE

City Attorney City Manager Signature

#  Artist

#  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#  Rebecca Low

# EXHIBIT A

IMAGES OF ARTWORKS TO BE LOANED



*Standing Fish* by Terry Jones

*Ode to Miro* by Rebecca Low

*Fish* by Terry Jones

*Seeing Things Miss Ellie Fontê* by Rebecca Low;