



CITY OF GLENDALE
LIBRARY, ARTS & CULTURE DEPARTMENT

ART DISPLAY AGREEMENT

Please complete, sign and return copy 1 of this form. You may retain copy 2 for your records.

This Agreement, effective 20, is between the City of Glendale, a municipal corporation ("City"), and, an individual a partnership a corporation a ("Exhibitor").

RECITALS

- 1. The Exhibitor desires to publicly exhibit one or more works of art ("artwork");
2. The City desires to exhibit the Exhibitor's artwork for the benefit of the public; and
3. The City employs professional staff to organize and arrange exhibitions of art.

AGREEMENT

The City and the Exhibitor agree as follows:

- 1. Artwork Delivery Date. The Exhibitor must deliver to the City the artwork described below on 20, at : .m.:

Table with 4 columns: Description / Title, Declared Value (See Section 20), Insured (See Section 21). Rows 1.1 to 1.10.

\*Please use additional sheet to list more artworks.

- 2. Transport of Artwork. The Exhibitor must transport the artwork to and from the City's display site, except as follows:

- 3. Artwork Display Dates. The City will display one or more of the artwork, listed in Section 1 of this Agreement, at (display site), commencing with the opening date of 20, and continuing through the closing date of 20.

- 4. Artwork Pick-Up Date. The Exhibitor must pick up the artwork, listed in Section 1 of this Agreement, by 20, before : .m. The City has no room to store the artwork. Artwork that is not picked up by the date specified in this agreement will be treated as unclaimed property in accordance with Chapter 2.100 of the Glendale Municipal Code.

5. **Commission Upon Sale.** Within 180 days after the display opening date listed in Section 3 of this Agreement, if the Exhibitor sells the artwork listed in Section 1 of this Agreement, the Exhibitor must pay the Associates of Brand Library a commission of 25% for each piece of artwork sold, which represents the City's investment in and exhibition of the artwork. If a part or parts of the artwork is sold, the Exhibitor will pay the City a pro-rata percentage.
6. **Substitute Artwork or Artists - Prohibited.** Because this Agreement is for original or unique artwork that the Exhibitor has created, loaned, procured, or selected, the Exhibitor must not— without the City's prior written approval— (a) substitute or replace the artwork listed in Section 1 of this Agreement; or (b) allow another exhibitor or artist to display one or more pieces of art at the display site.
7. **Site Conditions - Location.** The Exhibitor has viewed the display site, has inspected security and occupancy conditions, and understands the display site's specific physical and environmental limitations. The City acknowledges the importance to the Exhibitor of the artwork's placement, and the City will attempt to incorporate the Exhibitor's request. However, the Exhibitor understands that the specific location of the artwork's installation within the display site is at the City's sole discretion.
8. **City's Display of Artwork.** Unless Section 25 of this Agreement states otherwise, the City has the exclusive right and the sole responsibility for selecting one or more of the submitted artwork for exhibition, preparing the display of the artwork, and arranging or rearranging the selected item to suit various intended themes, purposes, or audiences. Acceptance of the artwork is at the City's sole discretion.
9. **Artwork Label.** The City will make and post one or more exhibition labels that state the Exhibitor's name, work title, and other information at the City's discretion.
10. **Copyright and License.** The Exhibitor: (a) retains copyright and all other rights in and to the artwork; (b) grants to the City an irrevocable, perpetual, non-exclusive, royalty-free, worldwide license to reproduce the artwork and to prepare derivative works in all media now known or in the future developed, for archival, educational, promotional, and non-commercial uses; and (c) acknowledges that the graphic depiction of the Exhibitor and the artwork on material designed to promote the City is a non-commercial use. The City does not have to pay the Exhibitor any royalty or fee for an archival, educational, promotional, or non-commercial use.
11. **Publicity by City.** The City may publicize the Exhibitor and the artwork, as the City deems appropriate, through one or more media, including, but not limited to: the City's publications, press releases, web site, social media, and government access television channel. The Exhibitor authorizes the City to: (a) make— without charge to the City and without payment to the Exhibitor of any compensation, fee, royalty, or damages (now or later)— photographs and other two-dimensional reproductions of the artwork for informational, educational, promotional, public relations, advertising, tourism, art, commercial, or non-commercial purposes; and (b) use in its promotional material a photo or an audio/video clip of the Exhibitor.
12. **Publicity by Exhibitor.** The Exhibitor may advertise the artwork and its exhibition. However, the Exhibitor must not post flyers, posters, advertisements, signs, or announcements on any City property (including the display site, public building, light pole, traffic signal or sign, and tree) to publicize the Exhibitor, or the artwork, or both. Without the City's prior written approval, the Exhibitor must not use, reproduce, distribute, display, or repost: (a) the City's publicity or advertisement of the Exhibitor and the artwork; and (b) the City's corporate insignia— in any document or medium, including an announcement, promotional material, television or radio commercial, the internet, or a website.

13. **Exhibitor's Representations and Warranties.** The Exhibitor represents that: (a) the artwork is wholly original to the Exhibitor (except when the artwork contains other material furnished by the City to the Exhibitor or contains material in the public domain throughout the world); (b) the artwork does not violate or infringe on a copyright or another intellectual property right of a person or entity; (c) the Exhibitor has obtained, or will obtain, all licenses, permissions, authorizations, releases, and other necessary documents; and (d) has paid, or will pay, all royalties, licensing fees, or other fees required for obtaining licenses, permissions, or authorizations. Upon the City's request, the Exhibitor must provide the City with evidence of the Exhibitor's compliance with this Section. The Exhibitor's representations under this Agreement survive this Agreement's expiration or termination.
14. **Artwork Not a Safety Hazard.** The Exhibitor acknowledges that the artwork will be accessible to the general public— adults and children. Accordingly, the Exhibitor represents that the Exhibitor has designed and fabricated the artwork so that it will not present a safety hazard, such as having sharp corners or pointed protrusions. If the City becomes aware of a potential hazard, the Exhibitor must, in good faith, make any safety related modifications that the City requests.
15. **Visual Exhibitor Rights Act; California Art Preservation Act.** The Exhibitor specifically acknowledges that: (a) the artwork is a temporary installation; (b) installing, displaying, relocating, moving, or removing (de-installing) the artwork may significantly alter the integrity of, or damage or destroy, the artwork; and (c) the Exhibitor is familiar with and understands all rights under the Visual Artists Rights Act of 1990 (17 U.S.C. Sections 106A and 113(d)), the California Art Preservation Act (California Civil Code Sections 987 and 989) (collectively, "Acts") and all other local, state, federal, foreign or international law (collectively, "Moral Rights Laws") that *protect against the alteration of a work of art* ("artist's right of integrity") and *protect the artist's getting credit for a work or art* ("artist's right to attribution"). The Acts and Moral Rights Laws require that a person who intends to waive ("give up") these provisions must do so expressly in writing by signing a "Waiver." By signing this Agreement, the Exhibitor hereby expressly and forever waives all rights and benefits— except the right to claim authorship to the artwork— that the Exhibitor has, or may have (now or later), under the Acts' and Moral Rights Laws' provisions.
16. **City's Discretion to Relocate or Remove Artwork.** The City has the absolute right to relocate, remove, move, or reattach the artwork, or any part of it, at any time— and for any duration, whether temporarily or permanently— if the City, in its sole discretion, determines that: (a) any one or more reasons for removal exists, as stated in the City's Art Display Policy; or (b) it is advisable to relocate, remove, move, or reattach it.
17. **Exhibitor's Removal of Artwork.** While on display, the Exhibitor may remove the Exhibitor's artwork only after making special arrangement with, and receiving written approval by, the City.
18. **Damage, Loss, Vandalism, or Theft of Artwork.** The City will put on public display one or more of the Exhibitor's artwork. The City will exercise the same level of care toward the artwork as the City does in the safekeeping of comparable pieces of art that the City owns. Although the City will exercise due care in handling and exhibiting the Exhibitor's artwork, the Exhibitor understands and acknowledges that a risk of damage, loss, vandalism, or theft is inherent in a public display. The City will not provide security personnel or security devices for Exhibitor's artwork during the exhibit.
19. **Exhibitor's Security Guards.** If the Exhibitor believes that ordinary care will not adequately protect the artwork, the Exhibitor must inform the City upon the artwork's delivery. With the City's written approval and at the Exhibitor's expense, the Exhibitor may provide one or more security guards as the Exhibitor deems necessary to mitigate the risks. While on duty, a security guard must not have a firearm, pepper or other aerosol spray, baton, or weapon of any kind. In exchange for the City's allowing the Exhibitor to have one or more security guards during the display or exhibition, the Exhibitor indemnifies, defends, and holds harmless the City, its officers, agents, employees, and representatives against a claim or a lawsuit arising out of an act, error, omission, or presence of one or more security guards.

20. **Declared Value of Artwork in Event of Loss or Damage.** The Exhibitor represents that the dollar amount written in Section 1 of this Agreement correctly states the artwork's Declared Value, as determined by: (a) an *estimate* of the artwork's Fair Market Value (which is equivalent to the amount for which the artwork could have sold— on the date that the Exhibitor signs this Agreement— at an auction); or (b) a recent *appraisal* by a certified appraiser from one of the main accrediting bodies in the United States: Appraisers Association of America (AAA), American Society of Appraisers (ASA), or International Society of Appraisers (ISA).
21. **City's Property Insurance for Damage or Vandalism to, or Loss or Theft of, Artwork.** To protect against damage or vandalism to, or loss or theft of, the Exhibitor's artwork during the artwork's display dates listed in Section 3 of this Agreement, the City will: (a) cover the artwork through the City's self-insurance program, or (b) obtain and pay for a property damage insurance policy. The Exhibitor is subject to all terms, conditions, and requirements of the City's self-insurance program or insurance policy. *The Exhibitor's sole recourse and remedy for damage or vandalism to, or loss or theft of, the Exhibitor's artwork is submitting a claim to the City for payment under the City's self-insurance program or the City's insurance policy.* If the damage, loss, or theft is covered under the self-insurance program or the insurance policy, the maximum amount that the Exhibitor can receive for a covered loss is the Declared Value, as listed in Section 1 of this Agreement, of the artwork that is damaged, vandalized, destroyed, or stolen. If the Exhibitor has more than one piece of artwork (a collection) and damage, loss, or theft occurs to the collection during the artwork's display dates listed in Section 3 of this Agreement, the maximum amount that the Exhibitor can receive for a covered loss is the sum of the Declared Value, as listed in Section 1 of this Agreement, of those pieces of artwork that are damaged, vandalized, destroyed, or stolen. Therefore, for the Exhibitor's own protection, the Exhibitor may obtain a separate property damage insurance policy by contacting an insurance company or agent. If the Exhibitor also obtains a separate insurance policy that covers the artwork, and if damage, loss, vandalism, or theft occurs to the Exhibitor's artwork while it is on display or is in the City's care, custody, or control, then the Exhibitor must seek payment first from the Exhibitor's insurance company— whose insurance coverage is primary to all self-insurance and insurance policies that the City has now or has in the future.
22. **City's General Liability Insurance for Injury to Persons & Property Caused by Artwork.** During the artwork's display dates, the City will maintain a self-insurance program to protect the City, its officers, agents, employees, and representatives for "general liability"— which covers bodily injury, personal injury, and property damage that the Exhibitor's artwork causes to attendees (third parties) at the display site. *However, the City's self-insurance program does not protect or cover the Exhibitor for general liability.* Therefore, for the Exhibitor's own protection, the Exhibitor may obtain a general liability insurance policy by contacting an insurance company or agent.
23. **Exhibitor's Release of Liability for Damage to Artwork; Bodily Injury.** Except for the Exhibitor's submitting to the City a claim for damage or vandalism to, or loss or theft of, the artwork for an amount not exceeding the piece of artwork's Declared Value (as described in Section 21 of this Agreement), the Exhibitor: releases and holds harmless, will not make a claim against or sue, and waives a right of recovery against the City, its officers, agents, employees, and representatives for: (a) damage or vandalism to— or destruction, loss, or theft of— one or more of the Exhibitor's artwork that exceeds the Declared Value; (b) damage to— or deterioration, destruction, or loss of— one or more of the Exhibitor's artwork arising from environmental conditions, normal wear and tear, gradual deterioration, inherent vice, light damage, fading, or any other cause or reason; and (c) bodily injury and personal injury, however caused.
24. **Indemnity.** To the maximum extent permitted by law— including, but not limited to, California Civil Code Section 2778— the Exhibitor shall indemnify, defend, and hold harmless the City, its officers, agents, employees, and representatives from and against any and all liability, suits, actions, proceedings, judgments, claims, liens, losses, damages (whether in contract or in tort, including bodily injury, accidental death, intellectual property infringement or violation, personal and advertising injury, or property damage; and even if the allegations are false, fraudulent, or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, and appeal expenses) which in whole or in part arise from or are caused by, or which are alleged to have arisen from or to have been caused

by: (a) any and all acts, errors, or omissions of the Exhibitor, the Exhibitor’s officers, agents, employees, contractors, subcontractors, or by anyone whom the Exhibitor directly or indirectly employs, hires, or uses; and (b) the installation, display, exhibition, use, occupancy, presence, movement, or removal of the Exhibitor’s artwork in, upon, under, or over any portion of the City’s property, premises, or facility.

25.  The following additional terms and conditions apply:

25.1. \_\_\_\_\_

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25.2 \_\_\_\_\_

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25.3. \_\_\_\_\_

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25.4 \_\_\_\_\_

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25.5. \_\_\_\_\_

\_\_\_\_\_

25.6. \_\_\_\_\_

\_\_\_\_\_

26. **Violation of Agreement; Remedies.** If the Exhibitor refuses or fails— whether partially, fully, temporarily, or otherwise— to perform or fulfill any one or more of this Agreement’s terms, (a) the Exhibitor will be in violation of this Agreement; (b) the City may suspend, terminate, or cancel this Agreement, or any part of it; and (c) the City may exercise any legal or equitable remedy.

27. **Waiver.** If a party to this Agreement fails to require the other party to perform any term of this Agreement, that failure does not prevent the party from later enforcing that term, or any other term. If a party waives the other party’s breach of a term, that waiver is not treated as waiving a later breach of the term. A waiver of a term is valid only if it is in writing and signed by the party waiving it.

28. **Art Display Policy.** The City’s Art Display Policy is incorporated into this Agreement and made a part of it.

29. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the City and the Exhibitor. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. The City and the Exhibitor must agree in writing to any modification of this Agreement’s terms or conditions. The parties may execute this Agreement in counterparts, each of which is an original, but all of which constitutes one and the same document.

30. **Invalidity; Headings.** The invalidity, in whole or in part, of any term of this Agreement will not affect the remaining terms’ validity. All headings or captions in this Agreement are for convenience and reference only.

31. **Governing Law; Jurisdiction.** California’s laws govern this Agreement’s construction and interpretation. If the Exhibitor or the City brings a lawsuit to enforce or interpret one or more provisions of this Agreement, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. The Exhibitor and the City acknowledge that they negotiated, entered into, and executed this Agreement in the City of Glendale, California.

**THE PARTIES CERTIFY THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS, RECEIVED A COPY OF IT, ARE AUTHORIZED TO SIGN IT, AND ARE BOUND BY ITS TERMS.**

\_\_\_\_\_ *By my signature below, I certify that I am eighteen (18) years of age or older.*

\_\_\_\_\_ *I am under the age of eighteen (18) years. My parent/guardian has read this form with me and below is his/her signature.*

**The parties have executed this Agreement on the date opposite their signature.**

**EXHIBITOR:**

Date: \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Exhibitor Signature

Date: \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Parent or Guardian Signature (If Exhibitor is under the age of 18)

\_\_\_\_\_  
Name printed or typed of Parent or Guardian

**CITY OF GLENDALE:**

Date: \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Library, Arts & Culture Department Director or Designee

*City Attorney approved this Agreement as to form on March 24, 2015*

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**FOR LIBRARY, ARTS & CULTURE DEPARTMENT'S USE ONLY:**