2013 Art Show Display Agreement

THIS ARTWORK DISPLAY AGREEMENT (this "*Agreement*") is made effective Tuesday, February 26, 2013, by and between the **CITY OF TAYLORSVILLE**, a Utah municipality ("*City*") through its Arts Council *("Arts Council")* and _____ ("*Artist*"). whose address is _____.

R E C I T A L S:

A. The Arts Council has obtained permission from the City to display works of art in the City's offices and council chambers located at 2600 West Taylorsville Boulevard, Taylorsville, Utah (the Offices").

B. Artist owns and is the sole creator of the artwork (the "Artwork") that is described on the exhibit that is annexed hereto.

C. The City and Arts Council are proud of its local artists and has arranged or provided a space at the Offices for the display of the Artwork.

D. Artist desires to display the Artwork at the Offices as specified in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the legal sufficiency of which is hereby acknowledged, City and Artist agree as follows:

1. *Permission; Identification*. The City pursuant to permission given to the Arts Council hereby gives Artist permission to display the Artwork at the Offices as specified in this Agreement. Prior to displaying the Artwork at the Offices, Artist shall (a) complete the description of the Artwork shown on the attached exhibit, giving the size of the Artwork in inches (canvas size, dimensions of sculptures, etc.), the medium used (oil painting, watercolor, photograph, sculpture, etc.), subject matter, title and any other identifying information; and (b) submit the entry to a digital photo to be taken by the City representative at time of initial delivery, or supply a recent, clear color photograph of the Artwork which accurately depicts the current condition of the Artwork.

2. *Location*. The Artwork shall be displayed at such location(s) within the Offices as City may from time to time designate in its sole discretion. City will display the Artwork and the Artist will supply any and all necessary hangers or other devices used to hold and/or display the Artwork for this event only. If selected for extended display, the City will install the Artwork using hangers designed to reduce theft.

3. *Display Period*. The Artwork will be displayed in the Art Show, Friday, March 1, 2013, 3:00 pm to 8:00 pm and Saturday, March 2, 2013 from 10:00 am to 2:00 pm. (the "*Display Period*"). Upon termination of the Display Period, Artist shall remove the Artwork from the Offices. If Artist does not remove the Artwork at that time, then City may cause the Artwork to be removed and, at City's option, stored at Artist's cost. City shall endeavor to give Artist notice of such storage. If Artist fails to retrieve the Artwork from City within one (1) month after the Artist is notified of such storage, then the City may, at its option and without further notice to Artist, either (a) sell the Artwork and apply the sale proceeds to the City's general fund; (b) donate the Artwork to a charity selected by City; or (c) discard the Artwork. **Artist reserves the right to remove the Artwork from the Offices prior to the expiration of the Display Period upon reasonable prior notice to the City.**

4. *Identification; Pricing*. Artist may display on the Artwork a small (business-card size) card identifying Artist as the creator of the Artwork and showing Artist's address and telephone number and suggested sales value if desired. This Agreement is to display the Artwork only and no other active solicitation, sales or advertisement for sales of the Artwork shall be allowed during the Display Period.

5. *Early Removal from Display*. Artist gives City, and City retains, the rights to (a) remove from display any or all of the Artwork at any time, or from time to time, with or without cause; and/or (b) refuse to display any item of the Artwork that City deems in its sole discretion to be objectionable. If City removes from display

any of the Artwork prior to the expiration of the Display Period, then City will endeavor to notify Artist of such early removal and, in any event, will take no actions under section 3 above until after expiration of the Display Period.

6. *Indemnity*. Artist releases City and Arts Council from, and will indemnify and defend City and Arts Council against, any and all claims, liability, damages, costs and expenses, including attorney fees and expenses, arising out of the display, hanging, loss, transportation, storage, libel, copyright violation, invasion of privacy or damage to or loss of the Artwork. This release binds Artist with respect to these claims, as well as Artist's heirs, assigns, executors, administrators and legal representatives.

7. *Insurance*. City and Arts Council shall not provide insurance of any kind for the Artwork. **City and Arts Council urges Artist to obtain its own insurance coverage on the Artwork while it is on display at the Offices.**

8. *General*. This Agreement represents the parties' entire agreement. No written or oral agreements made prior to this Agreement are binding upon the parties in any manner. Only written modifications to this Agreement shall be valid and binding. All parties to this Agreement must sign such modifications. Time is the essence of this Agreement.

DATED effective the year and date first above written.

CITY OF TAYLORSVILLE

By: _____
Its: Mayor

ATTEST:

_____
Cheryl Peacock Cottle, City Recorder

ARTS COUNCIL

By: _____
Its: Agent

ARTIST

Artist: _____

_____
Parent or Guardian *(if Artist is under age 18)*

RETURN OF ARTWORK: (to be signed ONLY upon return of your work)

ENTRY 1:

I hereby acknowledge receipt of the Artwork in good and satisfactory condition on _____
Date

_____
Artist

_____
Parent or Guardian *(if Artist is under age 18)*

ENTRY 2:

I hereby acknowledge receipt of the Artwork in good and satisfactory condition on _____
Date

_____
Artist

_____
Parent or Guardian *(if Artist is under age 18)*

ENTRY 3:

I hereby acknowledge receipt of the Artwork in good and satisfactory condition on _____
Date

_____
Artist

_____
Parent or Guardian *(if Artist is under age 18)*

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