

# CITY OF LONGVIEW

## LOANED ART WORK AGREEMENT

This agreement ("Agreement") is dated effective this 9<sup>th</sup> day of September, 2017, and is entered into by and between the city of Longview, a Washington municipal corporation ("City"), and Longview Outdoor Gallery a project of the Longview Public Service Group, a corporation ("LOG").

A. The City is interested in borrowing works of art to display on City right-of-way for the benefit of its citizens and

B. LOG desires to loan certain works of art to the City.

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

1. Definitions.
  - a. "Acquire/acquisition(s)" means the procurement of works of art through donation, direct purchase or any other means.
  - b. "Display" means the showing of a work of art.
  - c. "Temporary display" means the display of art work for a period of two (2) years or less as agreed herein.
  - d. "Hosting/host" means the city displaying a loaned work of art.
  - e. "Works of art" means all forms of visual and tactile art.
2. Loan of Art Work. LOG hereby agrees to loan, at no expense to the City, except as otherwise specifically provided for in this Agreement, the works of art described in Exhibit "A" attached hereto and incorporated herein by this reference ("Art Work").
3. Permit and Delivery. LOG shall first acquire a permit from the Department of Public Works to ensure it meets all the requirements of the City before placement, including the provisions set forth in chapter 13.08 LMC as enacted at the time of this Agreement. LOG will then be responsible for the transportation of the Art Work in connection with its delivery to a location specified by the City and the removal of the Art Work upon the termination of this Agreement.
4. Display. The City may display the Art Work at any location where the City determines that such display will directly benefit its citizens. The City may remove the Art Work or request removal by LOG from display at any time, for any reason, in its sole discretion.
5. Term. The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until removal of the Art Work, which date shall be no later than September 9, 2019 ("Term"). This Agreement may be extended for additional periods of the time upon the mutual written agreement of the City and LOG. Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City. LOG may cancel this Agreement only upon thirty (30) days prior written notice to the City.
6. Compensation. In consideration of LOG loaning Art Work for the Term, the City agrees to pay LOG an amount not to exceed One Dollar and no/100 Dollars (\$1.00) including any applicable sales tax.

7. Independent LOG/Conflict of Interest. LOG agrees that it is an independent contractor and that the City shall be neither liable nor obligated to pay LOG employees, staff or volunteers sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. LOG shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to LOG, shall not be deemed to convert this Agreement to an employment contract.
8. Indemnification. LOG agrees to indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement, including the infringement or misappropriation by LOG of any copyright or other proprietary rights. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.
9. Publicity/Promotion. The City shall have the right to publicize or promote the Art Work in any manner. All publicity and promotional materials, including, but not limited to brochures, press releases, programs, posters, public service announcements, fliers, and advertisements shall be designed, written and paid for by the City. The City shall have the right to photograph or otherwise reproduce the Art Work for any reasonable purposes, including record keeping, and such publicity and/or promotion.
10. General Provisions.
  - a. LOG hereby warrants that it has all rights, title and interests to enter into this Agreement.
  - b. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. If there are any conflicts between the terms of this Agreement and Chapter 13.08 LMC, then the LMC Chapter shall supersede the terms herein.
  - c. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.
  - d. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.
  - e. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision.
  - f. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this agreement in the hand of an attorney, or files a lawsuit, each Party shall pay all of its own attorney's fees, costs and expenses. The venue for any dispute related to this Agreement shall be Cowlitz County, Washington. Failure of the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

- g. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

DATED the day and year set forth above.

CITY OF LONGVIEW

\_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

LONGVIEW OUTDOOR GALLERY

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Mail: \_\_\_\_\_

Home: \_\_\_\_\_  
(Addresses)

\_\_\_\_\_  
(Phone)

## EXHIBIT A

Name of Art	Artist Name
<u>Summer Time</u>	<u>Mark Andrew</u>
<u>Remembrance</u>	<u>Jim Johnson</u>
<u>The Chase</u>	<u>Craig Breitbach</u>
<u>Peace Totem</u>	<u>Jesse Swickard</u>
<u>Fat Tire</u>	<u>Lance Carlton</u>
<u>Sprout</u>	<u>Bill Wentworth</u>
<u>Vertebra</u>	<u>Dave Haslett</u>
<u>Cetus</u>	<u>Brian Berman</u>
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