

CITY OF LONGVIEW
APPLICATION FOR ACCEPTANCE OF DONATION OF ART
AND
TRANSFER OF OWNERSHIP

WHEREAS, on behalf of the City of Longview, Washington (hereinafter "the City"), the Longview City Council has reviewed and agreed to accept the Artwork proposed to be donated by Longview Outdoor Gallery, (hereinafter "the Donor"); and

WHEREAS, the Artwork proposed to be donated to the City by the Donor is described as follows (including title of Artwork, name of Artist, and general description of Artwork): a gift of a metal sculpture entitled "Peace Totem" by Jesse Swickard ("Artwork"); and

WHEREAS, the Artwork has an estimated value of \$ 22,000 ; and

WHEREAS, the Donor has agreed to transfer ownership of the Artwork to the City, now,

IT IS HEREBY AGREED BETWEEN THE CITY AND THE DONOR AS FOLLOWS:

1. **Donation and Acceptance.** The Donor hereby conveys by donation the above described Artwork, and its legal title, to the City, and the City hereby accepts the donation of the Artwork under the terms, qualifications and conditions as set forth in this Agreement. The Donor certifies that the Artwork is a unique work of art, and is not subject to third party claims of royalties, or copyright or trademark infringement. The Donor intends by this donation to relinquish all legal claim of right to title, royalties, copyright or trademark of the Artwork.
2. **Removal or Relocation.** The City retains the right to relocate or permanently remove the Artwork from public display for any reason, in the sole discretion of the City, including, but not limited to: hazards to public health, safety or welfare; unsightly or deteriorated conditions of the Artwork; or the need to access, repair and maintain public facilities.
3. **VISUAL ARTISTS' RIGHTS ACT WAIVER.** To the extent the uses or removal of the Artwork under this Agreement affect any rights the Artist may have under the provisions of federal or state law, including the 1990 Visual Artists' Rights Act, the Donor hereby knowingly waives any rights of preservation of the Artwork provided by those laws.
4. **Reproductions.** Donor grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in advertising, brochures, media

publicity and catalogues or other similar publications, provided that these rights are exercised in a tasteful and professional manner and not to market goods or services. All reproductions by the City shall contain a credit to Donor, Artist and a copyright notice, if applicable.

DATED this _____ day of _____, 20____.

DONOR REPRESENTATIVE

Signature:

Printed Name:

CITY OF LONGVIEW REPRESENTATIVE

Signature:

Printed Name:
