

Indoor Temporary Public Art Display Agreement

City of San Angelo, Texas

Date: _____

Owner: _____
Address: _____

Daytime Phone: _____
Other Phone: _____
Email: _____

City: City of San Angelo, Texas, a political subdivision of the State of Texas
72 West College
San Angelo, Texas 76902
(325) 657-4279

Work: Provide a brief description of all artworks to be exhibited (also attach a copy of the "Exhibitor's Inventory"):

The Owner agrees to loan the artwork to the City for purposes of temporary public display of the artwork, subject to the mutual provisions of this agreement:

1. Definitions.

"Owner" includes the Owner and all of the Owner's invitees, contractors, licensees, employees, agents, guests, volunteers, family members, personal representatives, executors, and other affiliates.

"City" means the City of San Angelo, Texas and all of its departments, employees, contractors, invitees, licensees, boards, commissions, council members, agents, guests, volunteers, docents, and other affiliates.

1. **Purpose.** The City seeks to provide public access to the artwork for educational, informational, and cultural purposes. The City seeks to encourage the artistic and cultural interests of the community by providing a showcase for art created by community and regional artists. Although preference is for showcasing art created by community and regional artists, collections of artwork created elsewhere but owned locally will be considered.
2. **Exhibition Spaces.** The public display spaces for art within the City of San Angelo are listed, with descriptions, on **Exhibit A**. The spaces are climate controlled during the hours noted below, unless otherwise noted on Exhibit A. The City retains first priority as to use of the display space, and the City reserves the right to change an exhibitor's date of showing if necessary.
3. **Display Hours.** Display hours typically are Monday - Friday 8 am to 5 pm, unless otherwise specified in Exhibit A.
4. **Selection Process.** The Public Art Commission (Commission), comprising representatives from the community and

appointed by the City Council, will convene twice a year to determine which works will be displayed. The Commission will extend an invitation to artists to bring their work in for consideration for display area bookings. Artists interested in exhibiting must complete, sign, and return this document, as well as the required attachments, including application, at any time throughout the year and will be notified when the next review will be scheduled.

Applications must be submitted to:

By Mail: City of San Angelo
Attn: Public Art Commission
702 South Chadbourne
San Angelo, Texas 76903

or

In Person: Santa Fe Crossing, Parks & Recreation Offices, 702 South Chadbourne
Monday through Friday, 8 am to 5 pm

The Commission will consider a wide range of artistic expression in deciding on potential exhibitors. On the selected review dates, artists may bring in their artwork, photos, or presentations to be evaluated by the Commission or, if they cannot meet on that date, they may submit their art at a previous time and the Commission will review their work at their next meeting. The Commission seeks art that represents the diversity of our community and varied artistic styles and mediums. Potential exhibitors must show the Commission all of the pieces they plan on displaying. The Commission reserves the right to decline an applicant based on lack of information. The Commission also reserves the right to decide what Works will be displayed at what area.

5. **Art Display Requirements.** The Owner must keep all art displayed through the duration of the scheduled display times. The Owner must post names of the artists and may include contact information that permits the public to contact an artist privately to discuss purchasing a piece of artwork. The Owner may leave a price list for the pieces being shown with the venue office staff as a reference resource for answering viewer's questions. Requests to display 3-dimensional material will be considered based on gallery space and will go through the normal selection process. The City does not have pedestals or display tables or cases for any artwork. The Owner will be responsible for all display material. Because the display area will be open to all segments of the community and all age groups, displays may not include defaming, obscene, or otherwise inappropriate material. The display space may not be used for advertising for commercial enterprises or for political candidates. The views expressed in the Work exhibited are those of the artists' and do not represent those of the City. The City Council reserves final approval over any recommendation of the Public Art Commission.
6. **Art Display Procedures.** Within two weeks of being notified that a submission was accepted for exhibition, artists are responsible for executing a completed "**Public Indoor Art Display Agreement**" and the "Exhibitor's Inventory" listing all works that are to be shown. The listing must include the artist's name and telephone number. Artists are also requested to include a brief biography and artist's statement. Once the "Agreement" has been executed, the artist must contact the venue manager to arrange possible display dates and final selection of works to be displayed.

All art must be suitably framed with hanging hardware. A Work may be rejected if deemed too fragile or un-sturdy. The Owner is responsible to furnish the materials necessary to display the Work. For each Work, the Owner must provide a label specifying the name of the title of the Work, the artist's name, and the medium. Labels must be typed on standard paper and affixed to Foamcore, 2" x 3" in size with beveled edges.

The Owner must also provide a brief biography of the artist for each Work. The Owner is responsible to install and dismantle the Work as scheduled with the venue manager.

The Owner assumes full responsibility for the transportation of all Work to and from the exhibit space. If the City must dismantle an exhibit because it is not timely retrieved by the Owner, the Owner's Work will be deemed to be abandoned. In such event, the City may dispose of the Work without compensation to the Owner. The City does not staff the display areas. The City is not responsible for any damage to the Work. The Owner, at the Owner's sole expense, is responsible to provide security for the Work, if desired. The City is not responsible for any photographs of the Work taken while on display.

Upon removing the Work from the exhibit space, the Owner must return the display space to its prior condition.

7. **No Warranties.** Owner represents and acknowledges that Owner is fully informed and satisfied as to all matters relevant to the display of the Work on City property. **OWNER ACKNOWLEDGES THAT IT IS NOT RELYING IN WHOLE OR IN PART ON ANY STATEMENT MADE OR INFORMATION OR DOCUMENTATION PROVIDED BY OR ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND, TYPE, CHARACTER, OR NATURE WHATSOEVER, MADE OR FURNISHED BY CITY. OWNER ACCEPTS AND WILL USE CITY PROPERTY ON AN “AS IS,” “WHERE IS” AND “WITH ALL FAULTS” BASIS, INCLUDING, WITHOUT LIMITATION, ANY LATENT OR PATENT DEFECTS. OWNER HAS (OR WILL BEFORE EXHIBITING) THOROUGHLY INSPECTED AND EXAMINED CITY PROPERTY IN ORDER TO FULLY EVALUATE THE PROPERTY. OWNER IS RELYING SOLELY ON SUCH INSPECTION, EXAMINATION, AND EVALUATION OF THE PROPERTY IN DECIDING TO EXHIBIT ART ON THE PROPERTY IN CONNECTION WITH THIS AGREEMENT. EXCEPT FOR THOSE MATTERS EXPRESSLY STATED IN THIS CONTRACT AND ANY ATTACHMENTS, CITY HAS NO (AND OWNER WAIVES ANY) OBLIGATION TO DISCLOSE ANY AND ALL MATERIAL FACTS REGARDING THE PROPERTY, REGARDLESS OF WHETHER SUCH FACTS ARE DISCOVERABLE BY OWNER. TO THE GREATEST EXTENT ALLOWED BY LAW, CITY SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY OR WARRANTY ASSOCIATED WITH OWNER, THE WORK, THE EXHIBIT SPACE, OR THIS AGREEMENT.**
8. **No Waiver.** The Owner expressly understands that the City is a political subdivision of the State of Texas, and nothing in this instrument will be construed as a waiver or relinquishment by the City of its right to claim such exemptions, privileges, and immunities as may be provided by law. The Owner acknowledges that the City is immune from certain liability pursuant to Chapter 101 of the Texas Civil Practice and Remedies Code, more commonly known as the Texas Tort Claims Act.
9. **Release of Liability.** CITY SHALL NOT BE LIABLE TO OWNER OR TO ANY OTHER PERSON WHOMSOEVER, FOR ANY INJURY TO PERSON, DEATH, OR PROPERTY DAMAGE THAT MAY ARISE FROM OWNER’S USE OR OCCUPANCY OF CITY PROPERTY. IN CONSIDERATION OF OWNER BEING PERMITTED TO DISPLAY ART ON CITY PROPERTY, OWNER HEREBY RELEASES CITY FROM ALL LIABILITY, EVEN IF CAUSED BY CITY’S OWN NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENCE PER SE, OR STRICT LIABILITY. OWNER FURTHER AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD CITY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEMANDS, DAMAGES, ACTIONS, SUITS, LIABILITY, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ATTORNEY’S FEES, LITIGATION EXPENSES, AND COURT COSTS, ARISING FROM OWNER’S USE OR OCCUPANCY OF CITY PROPERTY. THIS RELEASE AND INDEMNITY AGREEMENT INCLUDES, WITHOUT LIMITATION, ALL CLAIMS BASED ON PERSONAL INJURY, DEATH, PROPERTY DAMAGE, PROPERTY CONDITION, NEGLIGENCE, STRICT LIABILITY, NEGLIGENCE PER SE, GROSS NEGLIGENCE, AND BREACH OF WARRANTY, EVEN IF CAUSED BY CITY. TO THE GREATEST EXTENT PERMITTED BY LAW, OWNER ALSO WAIVES AND RELINQUISHES ALL CLAIMS THAT MIGHT ARISE AGAINST CITY UNDER CHAPTER 101 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE, MORE COMMONLY KNOWN AS THE TEXAS TORT CLAIMS ACT.
10. **Entire Agreement; Governing Law.** This document constitutes the entire agreement between the parties. No modification or amendment of this agreement will have any force or legal effect unless made in writing and executed by both the Owner and the City. If any litigation arises hereunder, it is specifically stipulated that this Agreement shall be interpreted and construed according to the laws of the State of Texas, without regard to conflicts-of-laws principles. The venue for any dispute concerning this agreement will be in Tom Green County, Texas.
11. **Severability.** If any provision of this agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of this agreement. In such event, the remaining provisions of this agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its

severance from this agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there will be deemed added automatically as a part of this agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

12. **Attorneys' Fees and Legal Expenses.** If either party sues to enforce this agreement, the prevailing party is entitled to receive from the losing party all reasonable attorneys' fees, court costs, and litigation expenses incurred in connection with such proceeding.
13. **Construction.** Each party acknowledges reading this agreement and receiving a copy of this agreement. Each party has had an opportunity to consult with legal counsel concerning the legal effect of this agreement. Each party is voluntarily entering into this agreement with full knowledge and understanding of the agreement's contents. Therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this agreement. When the context requires, singular nouns and pronouns include the plural.
14. **Time of the Essence.** Except as expressly stated otherwise herein, time is of the essence with respect to the performance of all obligations provided herein and the consummation of all transactions contemplated hereby.
15. **Assignment.** This agreement is personal in nature, and the Owner cannot assign this agreement to any party without first obtaining the City's prior, written consent. Any purported assignment in violation of this provision is null and void *ab initio*. Any authorized assignment will not release the Owner from any obligation or liability hereunder.
16. **Headings.** The headings contained herein are for purposes of convenient reference only. Headings will not be construed to alter the meaning of any provision of this agreement.

OWNER:

CITY:

City of San Angelo, Texas, a political subdivision
of the State of Texas

Name: _____

By: _____

Carl White
Parks & Recreation Director
City of San Angelo, Texas

Exhibit A
Indoor Temporary Public Art Display
List of Display Areas
(as of April 12, 2010)

Display Space	Location	Venue Manager	Notes
Kenneth McNease Convention Center (South Meeting Room) 75' x 30' floor space 75' x 7' vertical wall space	500 Rio Concho Dr.	Civic Events Manager, 653-9577	Open M-F, 8 am – 5 pm
Kenneth McNease Convention Center (North Hallway) 30' x 3' floor space 150' x 9' vertical wall space	500 Rio Concho Dr.	Civic Events Manager, 653-9577	Open M-F, 8 am – 5 pm
Kenneth McNease Convention Center (Lobby) 75' x 20' floor space 95' x 10' vertical wall space	500 Rio Concho Dr.	Civic Events Manager, 653-9577	Open M-F, 8 am – 5 pm

**Indoor Temporary Public Art Display
Exhibitor's Inventory**

City of San Angelo, Texas

Display Location:

- Convention Center (South Meeting Room) Convention Center (North Hallway)
 Convention Center (Lobby)

List all items that will be displayed. State the name of the artist, the name of the piece, and the medium and provide a brief description. Provide separate inventory lists for each display area.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

Attach additional sheets as needed.