

**Indoor Public Art Display  
Application**

City of San Angelo, Texas  
**Public Art Commission**  
72 West College  
San Angelo, Texas 76902  
325-657-4279

Owner of art work or Owner's Agent (artist, individual or organization):

\_\_\_\_\_

Address: \_\_\_\_\_

Day Telephone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

What Type of art will you be displaying?

Oil                                       Water Color                                       Other (Please Describe):  
 Pastel                                       Acrylic  
 Mixed Medium                                       Photography

Number of Works Requested to be displayed: \_\_\_\_\_ (see also "Inventory List")

Requested City Location for Display (current locations listed below, check one):

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

**Attach a descriptive list of works to be displayed and an Artist Statement (required).** Include images of the artwork or artworks with at least three different views. Images may be JPEG or photocopies.

**Brief description of work (i.e. theme, inspiration, content): \***

**I have read and understand all the provisions of the attached Indoor Public Art Display Agreement to this Application. If my Application is accepted, I agree to abide by said provisions. I understand that the City Council has the final authority for approving displays and reserves the right to prohibit the display of any artwork.**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

\* Attach additional pages and/or photographs of art work as necessary.

**Indoor Public Art Display  
Agreement**

City of San Angelo, Texas

Date: \_\_\_\_\_

Applicant (Owner or Owner's Agent): \_\_\_\_\_

Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Other Phone: \_\_\_\_\_

Email: \_\_\_\_\_

City: City of San Angelo, Texas  
106 S. Chadbourne  
San Angelo, Texas 76902  
(325) 657-4279

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Applicant agrees to loan the described artwork(s) to the City and the City agrees to accept the artwork(s) for purposes of public display, for the mutual benefit of the parties and the community. In consideration of the mutual terms, conditions and covenants herein set forth the parties agree as follows:

**1. Definitions.**

"Applicant" is the owner of the subject Art Work(s), and the owner's, employees and agents.

"Artist" is the creator of the artwork or piece, and may or may not be the owner or Applicant.

"City" means the City of San Angelo, Texas and includes all of its departments, employees, officials, boards, commissions, council members and agents,.

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. The Applicant desires to display the artwork(s) to the community and acknowledges a benefit to the Applicant therein.

2. **Exhibition Spaces.** The public display spaces for artworks within the City of San Angelo are listed on **Exhibit A** attached. The City retains first priority as to use of the display space, reserves the right to cancel or change an exhibitor's date of showing, and reserves the right to re-locate or remove any artwork at any time without notice to the Applicant.

3. **Display Hours.** Display hours, which are subject to change without notice, are typically Monday - Friday 8 am to 5 pm, unless otherwise specified in Exhibit A.
4. **Selection Process.** The San Angelo Public Art Commission (Commission), comprising representatives from the community and appointed by the City Council, will meet publicly and determine which Applications will be recommended for acceptance and display. The Commission extends an invitation to artists to bring their artwork to the Commission meeting at which their application is considered. Completed, signed Applications should be submitted to the Commission:

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  
                                   San Angelo, Texas  
                                   Monday through Friday, 8 am to 5 pm

The Commission considers a wide range of artistic expression in deciding on potential exhibitors. On scheduled Commission meeting dates that are designated for review of Applications, Applicants may bring their artwork, photos, or presentations to be evaluated by the Commission. In the alternative Applications and submissions may be reviewed and considered at the scheduled meeting in the absence of the Applicant or artist. The Commission seeks art that represents the diversity of our community and varied artistic styles and mediums. Potential exhibitors shall show or submit to the Commission each of the pieces they would like displayed. The Commission reserves the right to decline an application based upon insufficient information provided. The City Council reserves final approval over any recommendation of the Public Art Commission. The Commission and City reserve the discretion to select the artwork or works from an application which are to be displayed and the location or area of the display, which may differ from that applied for.

5. **Term for Display and Art Display Requirements.** The term within which the described artwork(s) may be displayed by City commences on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ends on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Applicant agrees to keep all artworks displayed through the duration of the term and scheduled display times. The Applicant shall post the name(s) of the artist(s) and may include contact information that permits the public to contact an artist or the Applicant privately to discuss purchasing artwork. The Applicant 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 follow the normal selection process. The City does not provide pedestals, display tables or cases for display of artwork. The Applicant is responsible for all display set up furnishings and material. Art work that may be considered defamatory, obscene, or otherwise inappropriate for display to the general public of all ages is strictly prohibited. The display space may not be used for advertising or other commercial enterprise, or political campaigning, except that the Applicant's and artist's names and contact information may accompany each piece. The views expressed in the artworks exhibited are those of the artists' and do not represent those of the City.
6. **Art Display Procedures.** Within two weeks of being notified that a submission has been accepted for exhibition, the Applicant shall execute a completed "**Public Indoor Art Display Agreement**" and the "Exhibitor's Inventory" listing all works that are designated for public display. The listing shall include each Applicant's and/or artist's name and telephone number. Applicants are requested to include a brief biography of the artist and artist's statement. Once the "Agreement" is executed, the Applicant shall contact the venue manager to finalize selection of artwork(s) to be displayed and display dates.

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

The Applicant shall also provide a brief biography of the artist for each piece. The Applicant is responsible to install and dismantle the artwork as scheduled with the venue manager.

The Applicant assumes full responsibility for the transportation of all artwork to and from the exhibit area. Upon removing the display and artwork from the exhibit area, the Applicant shall return the space to its prior condition. The City may dismantle, relocate or store any exhibit or artwork that it is not timely retrieved by the Applicant. Any exhibit or artwork not removed by the Applicant within 90 days of the expiration of the time set for display of the exhibit or artwork shall be deemed to be abandoned and shall become the property of the City of San Angelo. In such event, the City may elect, in its discretion, to retain or dispose of the display or artwork without further notice or compensation to the Applicant or artist.

7. **Security.** Applicant acknowledges that the City does not staff display areas and will not provide for the security of artwork displayed pursuant to this Agreement. The City shall not be responsible for any damage to artwork. The Applicant acknowledges that artwork will not be secured from being photographed or otherwise subject to image reproduction by the public for which the City shall not be held responsible.
8. **DISCLAIMER OF LIABILITY AND WARRANTY.** Applicant represents and acknowledges that Applicant is fully informed and satisfied as to all matters relevant to the display of artwork on City property. **APPLICANT ACKNOWLEDGES THAT CITY GIVES NO EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR USE OF CITY PROPERTY OR DISPLAY AREA. ANY STATEMENT MADE OR INFORMATION HERETOFORE PROVIDED IN THE WAY OF EXPRESS OR IMPLIED WARRANTY AS TO THE FITNESS OR CONDITION OF PUBLIC DISPLAY SPACE FOR ANY USE OR THE CIRCUMSTANCES OF DISPLAY IS HEREBY DISCLAIMED BY CITY. APPLICANT ACCEPTS THE PUBLIC DISPLAY AREAS AND CIRCUMSTANCES OF DISPLAY ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, INCLUDING, WITHOUT LIMITATION, ANY LATENT OR PATENT DEFECTS. APPLICANT ACKNOWLEDGES THAT APPLICANT HAS HAD ALL OF THE OPPORTUNITY THAT APPLICANT DESIRES TO THOROUGHLY INSPECT AND EXAMINE THE PUBLIC DISPLAY AREAS ON CITY PROPERTY IN ORDER TO FULLY EVALUATE THE CONDITIONS THEREOF AND THE CIRCUMSTANCES OF DISPLAY, AND ANY RISKS INVOLVED. CITY SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY OR WARRANTY ASSOCIATED WITH THE EXHIBIT SPACE TO BE UTILIZED FOR ART WORK PUBLIC DISPLAY. APPLICANT HEREBY ASSUMES FULL AND EXCLUSIVE LIABILITY FOR ANY LOSS OR DAMAGE TO ART WORKS OR DISPLAY MATERIALS.**
9. **Sovereign and Qualified Immunities.** The Applicant expressly acknowledges that the City is a political subdivision of the State of Texas, and that nothing in this instrument shall be construed as a waiver or relinquishment by the City of its sovereign immunity or of the qualified immunity of its employees, officials and appointees.
10. **Indemnification.** **APPLICANT AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF APPLICANT OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF APPLICANT, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF APPLICANT AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS AGREEMENT OR SUSTAINED IN OR UPON CITY PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY APPLICANT HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS AGREEMENT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE APPLICANT TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT**

11. **Notices.** Any notice required or permitted to be given to a party under this Agreement, shall be in writing and shall be deemed given (i) on the day it is delivered personally (with receipt); or (ii) the day after it is deposited with a nationally-recognized courier service for next day delivery; or (iii) three (3) days after it is deposited in the U.S. certified mail, postage prepaid, return receipt requested, addressed to each party as hereinabove set forth, or at such other address as a party may provide the other in writing.
12. **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 Applicant 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.
13. **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.
14. **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.
15. **Construction.** Each party acknowledges reading 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 and the legal consequences thereof. 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.
16. **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.
17. **Assignment.** This Agreement is personal in nature, and the Applicant 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 Applicant from any obligation or liability hereunder.
18. **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.

**APPLICANT:**

**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 Public Art Display**  
**List of Display Areas**  
 (as of April 12, 2010)

<u>Display Space</u>	<u>Location</u>	<u>Venue Manager</u>	<u>Notes</u>
<b>Kenneth McNease Convention Center (South Meeting Room)</b> 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
<b>Kenneth McNease Convention Center (North Hallway)</b> 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
<b>Kenneth McNease Convention Center (Lobby)</b> 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 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. \_\_\_\_\_  
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5. \_\_\_\_\_  
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6. \_\_\_\_\_  
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7. \_\_\_\_\_  
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8. \_\_\_\_\_  
\_\_\_\_\_
9. \_\_\_\_\_  
\_\_\_\_\_
10. \_\_\_\_\_  
\_\_\_\_\_
11. \_\_\_\_\_

Attach additional sheets as needed.