**PUBLIC ART DISPLAY AGREEMENT**

This Public Art Display Agreement (“Agreement”) is made and entered by and between the California City Chamber of Commerce (“Chamber”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Property Owner”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Artist”) (collectively the “Parties”) on the terms and conditions set forth below.

WHEREAS, the Chamber seeks to provide public access to artwork (the “Artwork”) through exhibition and display in California City, California for educational, informational, and cultural purposes. The Chamber seeks to encourage the artistic and cultural interests of the community by providing a showcase for Artwork originally created for Burning Man; and

WHEREAS, Artist desires to display the Artwork at a location open to the public and acknowledges a benefit to the Artist therein through public exposure of the Artwork; and

WHEREAS, the Property Owner has offered certain space (the “Display Site”) for the temporary placement of the Artwork; and

WHEREAS, in exchange for the promotion of the Artwork, Artist desires to lend, at no cost to the Property Owner and the Chamber, his/her Artwork (depicted and attached hereto as Exhibit “A” in its final format) for display at the Display Site designated below; and

WHEREAS, the Property Owner and Artist are qualified and able to perform the services as described in this Agreement; and

WHEREAS, the Chamber has determined that it would be beneficial and in the best interests of the citizens of California City to allow the Artist to place the Artwork at the Display Site to promote the visual arts in California City on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises and the agreements contained herein, the Parties hereby agree as follows:

1. **Artwork**. Artwork is defined as including, but is not limited to, paintings, drawings, murals in any media, stained glass, statues, bas relief or other sculptures; environmental artworks or public places designed by Artists; monuments, fountains, arches or other structures of a permanent or temporary character intended for ornament or commemoration, integrated and functional architectural elements designed by the Artist, video and other media-based works. Artist agrees to, at no cost to the Property Owner and Chamber, lend his/her Artwork for display at a Display Site. All modifications or additions to the Artwork, subsequent to signing this Agreement, shall be in writing, signed by both parties, and attached to this Agreement.

2. **Display Site**. The Artwork will be located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. **Delivery/Loan Period**. Artist hereby agrees to loan the Artwork to the Property Owner for the time period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Artist shall, at his/her sole cost and expense, be responsible for delivery and removal of the Artwork to and from the Display Site. The removal of the Artwork shall occur no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Removal Date”), unless earlier requested by Property Owner. Artist acknowledges and agrees that all Artwork submitted for display is subject to the final approval of the Property Owner prior to any placement or installation of Artwork at the Display Site. Property Owner reserves the right to demand Artist remove the Artwork prior to the Removal Date if it is deemed at any time to interfere with Property Owner’s operations or if the Artwork creates a health or safety hazard.

4. **Installation**. The Artwork shall be installed at the Display Site pursuant to the display standards established by the Chamber. The Artist shall provide to the Property Owner and the Chamber a written description of the manner in which the Artwork will be installed, including a statement of details addressing any preparatory work which must be performed by the Artist, to prepare the Display Site. The Property Owner shall cooperate with the Artist in the preparation of the Display Site prior to installation; however, it shall be the responsibility of the Artist to apply for, pay for, secure and comply with the conditions and requirements of any and all costs associated with and related to the installation of the Artwork, including, but not limited to, permits that may be required by law for such installation.

5. **Maintenance of Artwork**. At all times the maintenance of the Artwork shall be the sole responsibility of the Artist. Any and all costs associated with or related to the maintenance of the Artwork shall be the sole responsibility of the Artist.

6. **No Security; Assumption of Liability and Waiver of Damages**. Artist acknowledges and agrees that the Property Owner and the Chamber will not provide any security for the Artwork, and the Property Owner and the Chamber shall not, for any reason, be liable for any lost, stolen and/or damaged Artwork and/or the related materials, equipment and/or any other items associated and/or used in conjunction with the Artwork. ARTIST HEREBY RELEASES THE CHAMBER, ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, THAT HE/SHE MAY HAVE WITH REGARD TO LOST, STOLEN AND/OR DAMAGED ARTWORK AND/OR RELATED MATERIALS, EQUIPMENT AND/OR ANY OTHER ITEMS ASSOCIATED AND/OR USED IN CONJUNCTION WITH THE ARTWORK AND/OR DISPLAY SITE.

7. **Removal of Artwork and Waiver of Damages**. Should Artist fail to remove the Artwork by the Removal Date, the Property Owner or the Chamber shall have the right to dispose of the Artwork and any other items related thereto in any manner deemed appropriate in the sole discretion of the Property Owner and the Chamber. Artist shall be responsible for any and all costs and expenses associated with the Property Owner’s and the Chamber’s removal of the Artwork and/or the related materials, equipment and/or any other items associated and/or used in conjunction with the Display Site as provided in this Paragraph. Furthermore, the Artist agrees to leave the Display Site in the same condition as it existed when the Artwork was installed and the Artist is responsible for making any and all necessary repairs to the Display Site in order to return it to its original state, reasonable wear and tear excluded. ARTIST HEREBY RELEASES THE CHAMBER, ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES THAT HE/SHE MAY HAVE WITH REGARD TO, THE CHAMBER’S REMOVAL OF THE ARTWORK AND/OR RELATED MATERIALS, EQUIPMENT AND/OR ANY OTHER ITEMS ASSOCIATED AND/OR USED IN CONJUNCTION WITH THE DISPLAY SITE AS PROVIDED IN THIS PARAGRAPH.

8. **Insurance**. Prior to the installation of the Artwork, the Artist shall procure and maintain comprehensive general liability insurance with limits of at least $1,000,000, combined single limit, for the benefit of the Parties, and each of their respective officers, agents, employees and subcontractors performing any of the work covered by this Agreement, from claims of damages for personal injury including accidental death, as well as from claims of property damages, which may arise from operations or work under this Agreement, whether such operations or work be by any of the Parties, or any of their respective officers, agents, employees or subcontractors performing any of the work during the life of this Agreement. The Artist understands that the Artwork or other property loaned to Property Owner will not be insured by the Property Owner or Chamber, and that the Artist bears the risk of any loss or damage to the Artwork. The estimated insurance value of the Artwork is \_\_\_\_\_\_\_\_\_\_\_\_. The insurance policy procured shall name the Property Owner and the Chamber as additional insured parties and shall require a thirty-day cancellation notice.

9. **Photographic Rights**. Artist hereby grants permission to the Property Owner and the Chamber to photograph and/or videotape and/or to authorize others to photograph and/or videotape the Artwork for any non-commercial use, including but not limited to, installation documentation, publicity of the Artwork, record keeping and additional non-commercial purposes such as, among others, educational, public relations and promotion of the arts.

10. **Artist and the Property Owner/Chamber Relationship**. The Parties agree that the Property Owner and the Chamber are not, under any circumstance, acting as Artist’s agent, dealer and/or exclusive seller.

11. **Representations and Warranties Regarding Copyright**. Artist hereby warrants and represents that the Artwork is an original creation of Artist and will not infringe the copyright, trademark or other intangible rights of any third party.

12. **Termination/Waiver of Damages**. This Agreement may, at any time, be terminated for any reason or no reason at all. Should the Property Owner or the Chamber terminate this Agreement, ARTIST HEREBY RELEASES THE PROPERTY OWNER, THE CHAMBER, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, HE/SHE MAY HAVE WITH REGARD TO THE PROPERTY OWNER’S OR THE CHAMBER’S TERMINATION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ACTUAL AND/OR CONSEQUENTIAL DAMAGES.

13. **Indemnification**. ARTIST SHALL DEFEND, INDEMNIFY, SAVE HARMLESS, AND EXEMPT THE PROPERTY OWNER, THE CHAMBER, ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL LAWSUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS’ FEES INCIDENT TO THE OBLIGATIONS AND PROVISIONS OF THIS AGREEMENT, THE VIEWING OF ARTWORK BY THE PUBLIC, OR ANY LEGAL CLAIMS OR ACTIONS ARISING OUT OF A NEGLIGENT ACT OR OMISSION OF THE PROPERTY OWNER OR THE CHAMBER, THEIR RESPECTIVE OWNERS, OFFICERS, PARTNERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS AND/OR EMPLOYEES. This Paragraph shall survive the termination of this Agreement.

14. **Governing Jurisdiction**. This Agreement is governed by the laws of the State of California.

15. **Default**. In the event Artist fails to comply with any of the provisions of this Agreement, the Property Owner and the Chamber shall have the following remedies, in addition to the Property Owner’s and the Chamber’s other rights and remedies:

a. To immediately terminate this Agreement without any liability to the Property Owner or the Chamber as previously provided herein; and/or

b. To require the immediate cessation of the set up, operation and/or removal of the Artwork.

16. **Miscellaneous Provisions**.

a. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

b. Assignment. This Agreement is not assignable without the prior written consent of the Property Owner, Artist and the Chamber.

c. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail or national overnight courier (i.e., FedEx or UPS), addressed to the party to be notified. For purposes of notice, the addresses of the parties shall be as follows:

If to Artist, to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If to Property Owner, to: \_\_\_\_\_\_\_\_\_\_\_\_

If to the Chamber, to: California City Chamber of Commerce, 8001 California City Blvd., California City, California 93505.

d. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

e. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original. A separate signature will be deemed to constitute an original if properly executed.

f. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

g. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein.

h. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

[Signatures on Immediately Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

|  |  |
| --- | --- |
| **Chamber**:  California City Chamber of Commerce  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Artist**:  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Property Owner**:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

**Exhibit “A”**

Depiction of Artwork To Be Displayed

Name of Artist \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Website \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Artwork \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Medium Used \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dimensions \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Installation Instructions \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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Comments \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dates Requested and Available for Display \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Photo of Artwork

[Insert Here]