

Gallery Program Exhibition Agreement



City of Glendale
Public Art Program
5850 W. Glendale Avenue
Glendale, AZ 85301
www.glendaleaz.com/publicart

Exhibitioner: The Arizona Watercolor Association

Contact Person: Jeremy Jones

**Address: P.O. Box 5406
Sun City West, AZ 85375**

Phone: 602-284-8425 Cell:

E-mail: inigoj@cox.net

Exhibition Period: March 25, 2013 to June 3, 2013

**Exhibition Location: Glendale Adult Center
5970 West Brown Street
Glendale, Arizona 85302**

1. General.

(a) The Arizona Watercolor Association ("Exhibitioner") agrees to lend to the City of Glendale ("City") certain artwork ("Artwork") for exhibit at the Glendale Adult Center. Exhibitioner shall not terminate the loan during the exhibition period stated above. Exhibitioner and the City may extend the exhibition period under the same terms and conditions of this Gallery Program Exhibition Agreement ("Agreement") and any extension shall be in writing.

(b) Exhibitioner warrants that it has read the Gallery Exhibition Policies and the Gallery Exhibition Checklist and shall abide by the conditions of this Agreement.

2. Location. Exhibitioner understands that the Artwork loaned will be displayed in a public place and not a fully secured or environmentally controlled facility ("Exhibit Location"). Exhibitioner warrants that it inspected the Exhibition Location and that the Exhibit Location is suitable for display of all Artwork.

3. Inventory of Artwork. An inventory that lists each Artwork to be exhibited ("Inventory") shall be provided to the City at the beginning of the exhibition period and shall be attached to this Agreement as Exhibit "A". This Inventory shall include for each piece the full appraised or owner's estimated value for purposes of

insurance, the name of the legal owner ("Owner") of the piece, the year the piece was created, the medium of the piece and the piece's dimensions (from furthest point to furthest point).

4. Exhibitioner Responsibilities.

(a) Exhibitioner must have the legal authority to permit the display of the Artwork listed in the Inventory.

(b) Exhibitioner must have a City-approved contractor or City employee install and remove the Artwork.

(c) Upon request by the City, Exhibitioner must provide proof of risk property coverage on a replacement cost basis including coverage for fine arts to cover property damage. "Fine arts" is defined as paintings, etchings, pictures, tapestries, art glass windows and other bona fide works of rarity, historical value or artistic merit. The City is not responsible for any loss, injury or damage to Exhibitioner's or Owner's Artwork, personal property (including fine arts) or equipment. The Exhibitioner agrees to waive all rights of subrogation against the City and all of its officers, officials, agents and employees.

(d) Exhibitioner shall notify the City of any change of address during the loan period.

(e) Exhibitioner or its authorized agent must be present to retrieve the Artwork on an agreed upon time and date.

(f) If Exhibitioner fails to pick up the Artwork from the Glendale Adult Center pursuant to Section 4(e), City shall have the right to place the Artwork in storage. Exhibitioner shall bear the risk of loss or damage while the Artwork is in storage. City shall charge Exhibitioner reasonable storage fees and costs. Furthermore, City may seek any and all legal remedies at its disposal to collect the reasonable storage fees and costs. Any Artwork not reclaimed within seven (7) years after the expiration of the exhibition period shall be deemed an irrevocable gift to the City in consideration for all unpaid fees and costs under A.R.S. § 44-351 *et seq.* as may be amended.

5. City Responsibility. The City shall accept and inventory the Artwork for display after the Artwork is dropped off at the Glendale Adult Center. The City's responsibility will cease after the removal process.

6. Indemnity. Exhibitioner agrees to hold harmless, indemnify, and defend the City and all of its officers, agents and employees from and against all claims, damages, losses, and expenses asserted against or suffered by the City in connection or arising out of the installation and display of the Artwork.

7. **Miscellaneous.** This Agreement shall be interpreted in accordance with the laws of the State of Arizona. Should any dispute arise, the parties shall submit to the jurisdiction of the Maricopa County Superior Court. The party prevailing in any litigation based upon this Agreement shall be entitled to costs. All parties shall, however, bear their own attorney's fees regardless of the outcome of any dispute. This Agreement shall be binding upon and shall inure to the benefit of Exhibitioner's heirs, successors, and assigns.

"Exhibitioner":

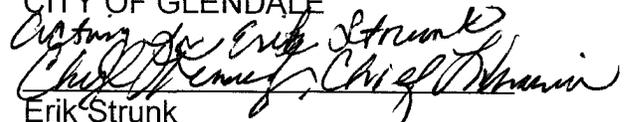
The Arizona Watercolor Association



By: Jeremy Jones
Its: President

"City":

CITY OF GLENDALE



Erik Strunk
Executive Director
Parks, Recreation and Library Services

ATTEST:



City Clerk (SEAL)

APPROVED AS TO FORM:



City Attorney