

**CITY CLERK
ORIGINAL
ARTIST CONTRACT
Between
SHARI KEITH
And
CITY OF GLENDALE**

**C-8744
12/31/2013**

This Artist Contract ("Agreement"), is entered into as of December 31, 2013 ("Effective Date"), between Shari Keith, an individual ("Artist"), and the City of Glendale, an Arizona municipal corporation ("City").

RECITALS

- A. The City desires to participate in the In Flux Event ("Event") to be held at the Westgate Entertainment District, owned and operated by The New Westgate, LLC ("Westgate").
- B. Participation in the Event is funded by the City of Glendale Public Art Fund;
- C. The City is authorized to hire an artist to display a temporary original artwork at the Event;
- D. The Artist has been selected through a competitive process; and
- E. The City and the Artist desire to memorialize their understandings with this Agreement.

AGREEMENT

The City and the Artist agree as follows:

- 1. **Project.** The Artist will complete the temporary, original artwork ("Artwork") as described in the Project attached as **Exhibit A**
- 2. **Location.** The Event will be held at Foothills Recreation and Aquatics Center, more specifically, on an interior lobby wall at the property located at 5600 West Union Hills Drive, Glendale, Arizona 85308 ("Location"). The Artwork will be displayed at this Location.
- 3. **Terms.** The Artist will complete the Artwork on or before January 24, 2014 and the Artwork will remain displayed through August 30, 2014, unless this Agreement is terminated earlier.
- 4. **Access.** City will have full access to the Location. Artist will have reasonable access to the Location to set up and remove the Artwork.
- 5. **Media.** The Artist will make reasonable efforts to be available for media and marketing opportunities to promote the Artwork at the Event.
- 6. **Compensation.** The City will pay the Artist as follows:
 - 6.1 An amount not to exceed \$4,000 paid in two installments.
 - 6.2 The first installment will be \$2,000 due within 14 calendars days of the effective date of this Agreement.
 - 6.3 The second installment will be \$2,000 due upon completion of the installation of the Artwork at the Location to the satisfaction of the City.
- 7. **Payroll or Employment Taxes.** No payroll, employment, or taxes of any kind shall be withheld or paid by the City, with respect to payments to the Artist, or otherwise. The Artist will be solely responsible for reporting and paying any applicable sales, privilege, use or excise tax which may be payable in relation to this Agreement.

8. Termination.

8.1 This Agreement shall remain in full force and effect until August 30, 2014, unless otherwise provided under the terms of this Agreement.

8.2 The City reserves the right to terminate this Agreement with or without cause at any time.

9. Conflict. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

10. Independent Contractor. The Artist shall be and act as an independent contractor and under no circumstances shall this Agreement be construed as an agency, partnership, joint venture or employment between the Parties.

11. Discrimination. The Artist agrees to not discriminate against any person in any manner or form in the performance of this Agreement.

12. Workers' Compensation. No workers' compensation insurance has been or will be obtained by the City to benefit the Artist or the Artist's employees. The Artist will comply with the workers' compensation laws with respect to the Artist and Artist's employees.

13. Indemnification. The Artist agrees to indemnify and hold harmless the City, and all of its officials, agents, employees for all acts or failure to act of any kind or nature by the Artist or anyone under the Artist's control or supervision, for any and all claims or causes of action arising from services performed or to be provided or performed under this Agreement, including damage to the Artwork, to the full extent permitted by law.

14. Insurance. The Artist must obtain and maintain the following insurance ("Required Insurance"):

14.1 Minimum Scope and Limit of Required Insurance. Coverage shall be on an "occurrence" basis, covering Commercial General Liability ("CGL"), including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence.

14.2 Other Insurance Provisions. The CGL policy is to contain, or be endorsed to contain, the following provisions:

- a. The City, its officers, officials, employees, and volunteers are to be covered as additional insured's with respect to liability arising out of the use of the Location, including work or operations performed by or on behalf of the Artists and materials, parts, or equipment furnished in connection with such work or operations.
- b. For any claims related to this Agreement, the Artist's insurance coverage will be the primary insurance and any insurance or self-insurance maintained by the City shall be excess of the Artist's insurance and shall not be considered or applied as contributory.
- c. The Insurance Company agrees to waive all rights of subrogation against the City for losses paid under the terms of any policy covering the facility rental or any activities of the Artists, his guests, agents, representatives, employees or subcontractors. This provision applies whether or not the City has received a waiver of subrogation endorsement from the insurer.

14.3 Acceptability of Insurers. Required Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise authorized by the City.

14.4 Verification of Coverage. The Artist will furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City at least five days before the Artist begins to display the Artwork at the Location.

“City”

City of Glendale
Attn: Mojgan Vahabzadeh
Public Arts Coordinator
5959 West Brown Street
Glendale, Arizona 85302
mvahabzadeh@glendaleaz.com
(623) 930-3557

With required copies to:

City of Glendale
City Manager
5850 West Glendale Avenue
Glendale, Arizona 85301

City of Glendale
City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

- 25. Severability.** If any part of this Agreement is found by a court to be unenforceable, the remaining provisions shall, nonetheless be enforceable to the extent allowed by law.

(The remainder of this page left blank intentionally. Signatures appear on the following page.)

PROJECT

EXHIBIT A

1. The artist agrees to design, fabricate, or otherwise construct the temporary, original artwork, titled "A Lot Going On," as presented to and approved by the Glendale Arts Commission on Thursday, October 24, 2013 ("Artwork"). Fabrication will be undertaken at the Artist's studio and onsite, as needed.
2. The Artist agrees to transport, deliver, and install the Artwork at the Location. The Artist will supply all equipment, tools, materials and supplies to install the Artwork.
3. The Artwork will remain installed for viewing by the public at Location from January 24, 2014 to August 30, 2014, unless this Agreement is terminated earlier under the provisions of the Agreement.
4. The Artist agrees to remove the Artwork from the Location following the completion of the Agreement. The Artist will supply all equipment, tools, materials and supplies to remove the Artwork. When removing the Artwork, the Artist will return the Location to a clean condition, in its original or better state.