CITY CLERK
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C-8900
05/13/2014

Gallery Program Exhibition Agreement

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

Exhibitioner:	**Arbitrary Arts Inc.**
Contact Person:	**Mary Beth Bannon, President/CEO**
Address:	**702 East 2nd Street Mesa, Arizona 85203**
Phone:	**480-620-3692**
E-mail:	**mary@arbitraryarts.com**
Exhibition Period:	**May 1, 2014 to July 28, 2014**
Exhibition Location:	**Gallery Glendale at Westgate Address 9380 W. Westgate Blvd. - Suite D-109 Glendale, AZ 85305**

1. **General.** Arbitrary Arts Inc ("Exhibitioner") agrees to lend to the City of Glendale ("City") certain artwork ("Artwork") for exhibit at the Westgate Entertainment District located in Glendale, Arizona more further identified in Exhibit A ("Exhibit Location") 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.

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

3. **Insurance Requirements.** Exhibitioner shall maintain, at its sole expense, the following types of insurance coverage or programs of self-insurance coverage as required by statute and attached as Exhibit B·

   3 1 Workers' Compensation Insurance as required by law

   3 2 Commercial General liability Insurance or statutory self-insurance as authorized for Arizona municipalities against any and all damages and liability, including attorneys' fees on account of or arising out of injuries to or the death of any person or damages to the property, however occasioned in, on or about the Exhibit Location (with the Exhibitioner's insurance to cover the Exhibit Location) with at least a single combined liability, liquor liability, and property damage limit of One Million and No/100 Dollars ($1,000,000.00), which policy maintained by Exhibitioner shall name the City of Glendale as an additional insured

   3 3 Each policy shall (a) be issued by insurance companies licensed to do business in the State of Arizona, and acceptable to the City, (b) name the parties listed below and their respective affiliates, officers, directors, employees, agents and assigns as additional insured's, (c) be

primary and noncontributing with respect to any coverage that the Exhibitioner may carry and the Certificate of Insurance must contain the following statement (by attachment, if necessary) 'This insurance shall be primary and non-contributing with respect to any coverage that Exhibitioner may carry for losses arising out of the Named Insured's operations ", (d) provide that it shall not be canceled or materially changed without thirty (30) days prior written notice to the other party, and (e) be endorsed to provide that the City's and Exhibitioner's underwriters and insurance companies shall not have any right of subrogation against the other party An original copy of the insurance certificate shall be given to the City prior to the commencement of the exhibition The obligations contained herein are separate and distinct from all other obligations set forth in this Agreement, and are in no way intended to merely support the Exhibitioner's duty to indemnify set forth in this Agreement

4. **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 C This Inventory shall include for each piece the full appraised or owner's/Exhibitioner'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)

5. **Exhibitioner Responsibilities.**

5 1 Exhibitioner must have the legal authority to permit the display of the Artwork listed in the Inventory

5.2 Exhibitioner must have a City-approved contractor install the Artwork. In the alternative, Exhibitioner can request that the City install the Artwork for a cost of $200 Exhibitioner may display the Artwork on a pedestal upon receiving prior approval by the City

5 3 Exhibitioner must hang an identification tag next to the Artwork describing the title, artist and creation date A depiction of an acceptable identification tag is attached as Exhibit D

5.4 Prior to the installation of the Artwork, Exhibitioner must provide proof of 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, whether it is insured or not, 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.

5.5 Exhibitioner may sell pieces of Artwork from the Exhibition Location, but will be required to pay the City 30% of the final sales price The fee and a receipt for the sale must be submitted the last day of the exhibition Exhibitioner is responsible for acquiring the necessary business license(s) authorizing the sale. Exhibitioner will provide an accounting of sales generated from the sale of Artwork at the end of the Exhibition.

5 6 Exhibitioner is required to keep the Exhibition Location open from 6.00 to 9:00 p m on Fridays and Saturdays throughout the exhibition period Exhibitioner may keep the Exhibit Location open beyond those hours, but must provide the proper staff

5 7 Exhibitioner is required to keep a daily count of attendees to the Exhibition The City will collect this information on a weekly basis.

5.8 Exhibitioner is required to obtain the appropriate wine/beer permit in the event that wine or beer is served during the exhibition period.

5.9 Exhibitioner may not display any Artwork beyond the indoor boundaries of the Event Location

5 10 The City may hold workshops or art classes at the Event Location and Exhibitioner must provide adequate space within the Event Location for the workshops or classes. The City will provide Exhibitor with the list of classes or workshops at the Event Location (7) business days prior to the beginning of Exhibition

5.11 Exhibitioner or its authorized agent must be present to retrieve the Artwork at 5:00 p m upon the final day of the exhibition Exhibitioner must return the walls of the Exhibition Location to the condition they were prior to installing the Artwork or Exhibitioner will be fined $200. A City-employee will determine whether the condition of the walls is acceptable In the alternative, Exhibitioner can request that the City patch the walls for a cost up to $200.

5 12 If Exhibitioner fails to pick up the Artwork from the Exhibit Location pursuant to Section 5 11, 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 13 Exhibitioner shall notify the City of any change of address during the loan period.

6. City Responsibility.

6 1 The City will provide Exhibitioner three (3) keys and a security system passcode to the Exhibition Location Exhibitioner is prohibited from providing a key or disclosing the security system passcode to any individuals not associated with Exhibitioner.

6 2 The City will provide cleaning services at no cost to the Exhibitioner one time per week. Exhibitioner must maintain the Exhibit Location in a clean and orderly condition A City-employee will determine whether the Exhibit Location is maintained in a clean and orderly condition. Exhibitioner will be fined $200 for a failure to keep the Exhibition Location in a clean and orderly condition More than one (1) infraction may result in the termination of this Agreement

6 3 The City reserves the right to remove Artwork at its discretion and the right to limit the number of pieces on exhibit

7. 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 with, or arising out of, the installation and display of the Artwork This Indemnity survives the expiration or termination of this Agreement

8. 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"

ARBITRARY ARTS INC

MARY BETH BANNON
President/CEO

"City".

CITY OF GLENDALE

ERIK STRUNK
Executive Director
Parks, Recreation and Library Services

ATTEST:

PAM HANNA
City Clerk (SEAL)

APPROVED AS TO FORM

MICHAEL BAILEY
City Attorney

EXHIBIT A

Site Plan of Gallery License Area

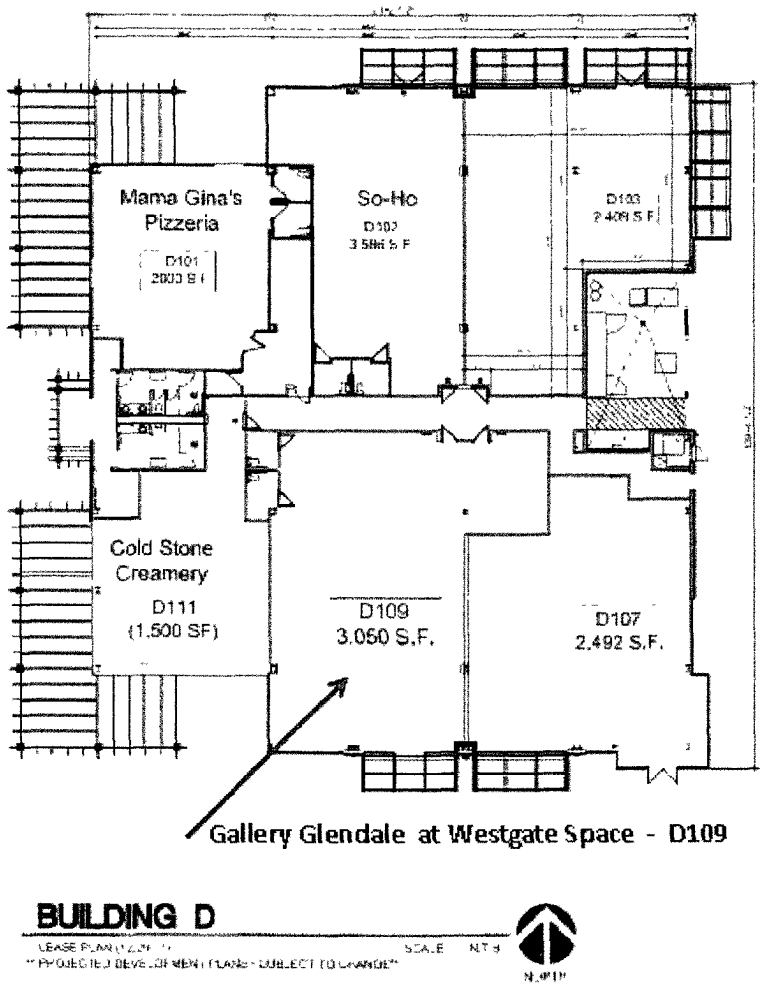

EXHIBIT B

Insurance Certificate

See Attached

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ambassador Group Inc.
7010 E Chauncey Ln
Ste 230
Phoenix AZ 85054

CONTACT NAME: Laurie Scola
PHONE (A/C, No, Ext): (480)776-6950 FAX (A/C, No): (480)776-6951
E-MAIL ADDRESS: lscola@ambassadorins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A Capitol Indemnity Corporation	10328
INSURER B	
INSURER C	
INSURER D	
INSURER E	
INSURER F :	

INSURED
Arbitrary Arts Inc.
702 E. 2nd St.
Mesa AZ 85203

COVERAGES **CERTIFICATE NUMBER:** 13-14 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC	X		CP02280213	9/2/2013	9/2/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Coverage subject to policy forms, terms and conditions. City of Glendale and Westgate Entertainment District are listed as additional insured on the General Liability as required by written contract.

RE: Arts & Crafts classes hosted by insured from 9-2-13 thru 9-30-13

CERTIFICATE HOLDER

City of Glendale
c/o Mojgan Vahabzadeh
Glendale Public Art Program
5959 W. Brown St.
Glendale, AZ 85302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE
Dave Delorenzo/KRE

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EXHIBIT C

Inventory of Artwork

See Attached

EXHIBIT D

Art Identification Tag

Sample: 3 x 5 artwork tag/sign

Jane Smith

Favorite Spot in the Park

2011 • Pastel • 24 x 32

$200.00