

CITY OF MONROVIA ART LOAN AGREEMENT

This ART LOAN AGREEMENT ("Agreement") is entered into as of [date], by and between the City of Monrovia, a municipal corporation ("City") and [name] ("Artist").

RECITALS

A. City has established a loaned art display program in cooperation with the Monrovia Association of Fine Arts ("MAFA") which authorizes the temporary display of selected works of art on appropriate City-designated spaces in City's Community Center ("Program").

B. Artist desires to participate in the Program and loan City a piece of art created and owned by Artist.

NOW THEREFORE, in consideration for the mutual promises, conditions, and agreements set forth herein, City and Artist agree as follows:

1. Loan. Artist shall lend to City the piece of art more particularly described in Exhibit A, which is incorporated herein by this reference (the "Art Work"), and City agrees to borrow the Art Work for the purpose of exhibiting the Art Work in the Monrovia Community Center ("Center"). City at all times has the sole discretion to determine the exact location at which the Art Work will be exhibited in the Center. The Art Work shall remain in the possession of the City for the time specified herein, but Artist agrees that the City Manager or City Manager's designee may withdraw the Art Work from the Program at any time in City's sole discretion and that this Agreement may be terminated by the City at any time with or without cause. If so withdrawn or terminated, the City shall provide notice of said action to Artist and promptly return the Artwork to Artist.

2. Loan Term. The term of the loan of the Art Work shall be from **January 24, 2020 to April 24, 2020**.

3. Transportation, Delivery, Installation, Display, and Removal. Artist is responsible for all costs incurred in the transportation, delivery, installation and removal of the Art Work at times designated by City. Artist hereby releases and holds City, City Council and each member thereof, and every officer, employee and agent harmless from any liability for damage to or loss of the Art Work, regardless of who causes such damage, which results from the transportation, delivery, installation, display, and removal of the Art Work.

4. Care and Preservation. City will exercise the same care with respect to the Art Work as it does in the safekeeping of comparable property of its own in the Center. It is understood, however, that the Art Work shall be displayed in a high-traffic location in a public community center. City makes no warranty of any kind as to the fitness of the Center for display of the Art Work, and Artist acknowledges that the Art Work may be subject to exposure to and damage from light, temperature, dust, dirt, humidity, human contact, and the possibility of theft, vandalism and malicious mischief. Artist hereby releases and holds the City, City Council and each member thereof, and every officer, employee and agent harmless from any liability for any damage to, theft, or loss of the Art Work, regardless of whom or what causes the same, and City shall not be responsible for the preservation and/or safekeeping of the Art Work, nor shall City have any liability for theft, loss or damage to the Art Work.

5. Artist's Warranty. Artist represents and warrants to City that it is the sole owner and creator of the Art Work and has the proper legal authority to loan the Art Work to City on the terms and conditions set forth in this Agreement. Artist shall defend, indemnify, and hold harmless City, and its officers, agents and employees from any and all losses, liability, costs or expenses (including attorneys' fees and costs) arising from any breach by Artist of such representation and warranty including, without limitation, any copyright, trademark, or ownership issues relating to the Art Work.

6. Removal of Art Work. Upon the expiration of the term of this Agreement or if the Agreement is terminated earlier as set forth herein, Artist shall remove the Art Work from the Center at a time designated in writing by City. Artist is responsible for the costs of transporting the removed Art Work from the Site. If Artist fails to remove the Art Work within thirty (30) days following the expiration of this Agreement, or the City's direction to remove the Art Work earlier, City shall have the right to remove and transfer the Art Work to MAFA for storage and return to the Artist, or disposal at MAFA's discretion. Artist hereby specifically consents to the transfer of custody of the Art Work to MAFA as provided herein. Artist hereby waives any right under applicable State or federal law to contest the removal of the Art Work from the Library.

7. Artist's Credit. During the term of this Agreement. City shall place a credit near the Art Work which contains the name of the artist(s) and the title(s) of the Art Work as set forth in Exhibit A along with such other information as the City and MAFA deem appropriate.

8. Photography and Reproduction. Artist authorizes City to photograph, telecast, videotape, reproduce and publish the Art Work in any medium for any purpose including but not limited to archival, educational and publicity purposes related to the Program and/or the City. It is understood that there will be no prohibition against photographing or videotaping the Art Work while it is displayed. This provision shall survive termination of this Agreement.

9. Artist's Contact Information for Notices. Any notices, demand or documents required by this Agreement shall be in writing and delivered to the Artist at the address on Exhibit A. Artist shall be responsible for updating this contact information if it changes during the term of this Agreement. City shall have no obligation to search for Artist if Artist cannot be reached through the contact information herein.

10. General. This Agreement represents the entire integrated agreement between City and Artist and supersedes all prior negotiations, representations or agreements, either written or oral. Except as otherwise provided herein, this Agreement may be amended only by a written instrument signed by both the City, through its City Manager and Artist. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

CITY OF MONROVIA

Dylan Feik, City Manager

ARTIST:

EXHIBIT A

Title of Art Work: _____

Attach Photograph or provide description: _____

Name and Address of Artist: _____

Artist's Phone Number: _____

Artist's Email Address: _____

Estimated Value of Art Work: _____