



# Public Art Loan Agreement

For non-commissioned art

Exhibition

Title \_\_\_\_\_

Exhibition Site \_\_\_\_\_

Loan Dates \_\_\_\_\_

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

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

## Parties to this Loan Agreement:

This Public Art Loan Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ at Sebastopol, CA, by and between the City of Sebastopol, a municipal corporation hereinafter called the CITY and

\_\_\_\_\_, hereinafter called ARTIST.

## Term of Loan Agreement:

The term of this ARTWORK EXHIBITION Loan Agreement shall be \_\_\_\_ years, commencing on this date: \_\_\_\_\_ with a provision for additional 2-year extension(s) with approval of ARTIST and the Sebastopol Public Arts Committee, hereinafter called the PAC.

## **Responsibilities / Costs:**

Artists are responsible for all expenses involved in their sculpture's:

1. Proposal submission, communications fabrication, transportation, installation, insurance, maintenance, and final removal from site. Artists may also participate in some publicity if there is a Display Event.

Artists will be responsible for: installation, maintenance, and removal of artwork. Installation and removal will be in coordination with the Sebastopol Public Works Department.

Sebastopol City and PAC will provide:

1. One pedestal for each sculpture selected for the duration of the project's display period.
2. Maintenance of the physical grounds.

ARTIST is solely responsible for the maintenance of the art, and for any repairs while it is on display. ARTIST is solely responsible for any and all damage to art which occurs during the term of this Agreement. If ARTIST is notified of required repairs, ARTIST must respond within 48 hours and make the repairs or present a mutually acceptable plan for repairs. If there is no response from ARTIST within 48 hours of notification, the CITY shall have the right to remove and store the art for up to 45 days. If ARTIST has not claimed or repaired and re-installed the artwork, the CITY shall have the right to dispose of the art and the liability waiver shall be executed and attached.

## **In the event of sale and/or donation of art to CITY:**

The CITY and ARTIST will adhere to any and all agreements made to address ownership, maintenance, and change to site or subsequent ownership of art. Sale of the available sculpture will go to: 25% for project support and infrastructure, 75% to artist.

Should a piece of art be sold and need to be removed from the site, ARTIST will contact the CITY within thirty (30) days of sale to arrange for removal of art, which will be at the expense of ARTIST.

Sold sculptures will be available to buyers at the conclusion of a minimum of one year duration from this agreement. A replacement piece and/or potential relocation of piece will be considered by CITY and/or PAC in consultation when possible with ARTIST.

**Removal of artwork at end of final term of exhibition:**

Within thirty (30) days of the final date during the term of the loan, ARTIST will be responsible for removal of the piece. If the art is not removed within this time, the CITY has the right to remove the work and place it in storage until agreed upon retrieval date or forty-five (45) days. If ARTIST has not claimed the artwork in that time, the piece shall become the property of the CITY and the CITY shall have the right to dispose of the art in the method of its choosing.

Date: \_\_\_\_\_

Title of Artwork(s): \_\_\_\_\_

ARTIST: \_\_\_\_\_ Signature: \_\_\_\_\_

CITY: \_\_\_\_\_ Signature: \_\_\_\_\_