

AGREEMENT FOR EXHIBITION OF PROPERTY

This agreement, made and entered into the _____ day of _____, 2014, by and between the City of Keizer, an Oregon municipal corporation (referred to herein as “the City”) and _____ (referred to herein as “the Artist”).

WHEREAS, the Artist wishes to display his/her property set forth in Exhibit “A” attached hereto at the City of Keizer Community Center located at 930 Chemawa Road NE, Keizer, Oregon, and the City is prepared to authorize such public display in accordance with the agreements set forth herein;

THE PARTIES AGREE AS FOLLOWS:

1. On the first date of the Exhibition Period as described in Section 6 herein, and following execution of this Agreement by the Artist, the Artist shall submit to the City for public display those items set forth in Exhibit “A” attached hereto and by this reference incorporated herein and the executed Agreement.

2. The location selected for the public display of Artist’s property is City of Keizer Community Center, 930 Chemawa Road NE, Keizer, Oregon (“Site”).

3. The Artist agrees to transport the listed Property at no expense to the City. The City agrees to mount the listed Property for public display. Except as provided in paragraph 7 below, the listed property shall remain the property of the Artist.

4. At the end of the Exhibition Period, the City shall dismount the listed Property and Artist agrees to remove the listed property from the Site. Only City employees are permitted to mount and dismount the listed property.

5. Transportation of the listed property to and from the Site, and all associated costs and expenses, shall be the responsibility of the Artist.

6. The “Exhibition Period” means the period beginning _____ and ending _____. The Exhibition Period may be shortened by ten (10) days written notice by either party, but may not be extended without written agreement signed by both parties.

7. The Artist may sell the listed property at any time during the Exhibition Period and, if so sold, may request that the City dismount Artist's property. Under no circumstances shall sale of Artist's property terminate this Agreement or adversely affect the parties' rights hereunder.

8. The Artist hereby grants the City, in perpetuity, the right to photograph, film, videotape, or otherwise to record or depict Artist's property at any time during the Exhibition Period and to use such photographs, films, videotapes, records or depictions at any time thereafter for the purpose of promotion of the Community Center, provided that the City gives artistic credit to the Artist concurrently with such use.

9. Subject to the terms of this Agreement, the City shall be responsible for damage or loss to Artist's Property. The City's obligation under this Section is solely for the duration of the Exhibition Period and only when the listed property is located at the Site. The City shall have no liability for damage or destruction that may occur during transportation to or from the Site. Regardless of market value, the maximum liability to the City shall be \$3,000 per individual art piece or \$50,000 per exhibition. In addition, if the art work is repairable, City shall reimburse actual out-of-pocket costs for materials and artist shall repair the art work without charges for labor.

10. The Artist agrees to indemnify and hold the City harmless from any and all claims, losses, damages, injuries and/or liabilities of any kind whatsoever, arising out of or related to the transportation, installation or removal of Artist's property, or arising out of or related to any defects of the listed property, faulty workmanship of the Artist or any acts of negligence by the Artist, the Artist's agents or employees.

11. The Artist understands that the City does not broker for Artist in any manner, including, but not limited to, connecting Artist with potential purchasers, fielding questions about the property, or accepting payments for purchased property.

12. This Agreement may be terminated at any time by mutual written consent of the parties. In addition, the City may terminate this Agreement at any time upon the occurrence of any of the following events:

- a. Federal or state law, regulations or guidelines are modified or interpreted in such a way that the City is prohibited from proceeding under the terms of this Agreement;
- b. The Artist commits any material breach or default of any covenant or obligation under this Agreement.

13. The City and the Artist are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any enforceable benefit or right, whether directly, indirectly, or otherwise, to third persons.

14. The failure of the City to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.

15. This Agreement represents the entire and integrated Agreement between the City and the Artist, and supersedes all prior negotiations, representations or agreements, either written or oral relating to the listed property. This Agreement may be amended only by written instrument signed by both the Artist and the City.

ARTIST

CITY OF KEIZER, an Oregon
Municipal corporation

Printed Name

By: _____
Christopher C. Eppley,
City Manager

DATED: _____

DATED: _____

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

| TITLE OF PROPERTY | MEDIUM OF PROPERTY | DIMENSIONS OF PROPERTY | MARKET VALUE OF PROPERTY |
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Dated: _____

(Printed Name)