

**Page 1 – Non Public Work, Art Display & Indemnity Agreement
City of Redmond, standard form**

THIS AGREEMENT is entered into on _____, 20__ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, hereinafter called "the ARTIST".

1. Art Display. By this Agreement, the CITY agrees to allow ARTIST to display their artwork at the City of Redmond _____ (location) for the time period set forth above.

2. Installation and Removal. The artwork shall be installed and removed by the CITY or under the direct supervision of the CITY. ARTIST shall consult with the Project Administrator at least ten (10) days prior to the date of installation and removal to ascertain whether the CITY will require CITY employees or contractors to install or remove the artwork. In the event that maintenance or repair of the artwork is necessary during the display time period, the ARTIST shall repair, remove, or otherwise maintain the artwork as soon as reasonably possible after being contacted by the CITY. The CITY reserves the right to refuse to allow installation or to require immediate removal of the artwork if the CITY believes it creates a hazard to the property tenants of the property or to guests, pedestrians, or others using the property. The CITY further reserves the right to require the immediate removal and/or remove any artwork if the CITY, in its sole discretion, determines that the content of said artwork is inappropriate or incompatible with the public uses of the CITY's property.

3. Indemnity.

A. The CITY shall have no duty to safeguard, protect, or provide materials to maintain the artwork. The ARTIST hereby releases the City and waives any claim against the CITY, and its elected and appointed officials, employees, and agents related to the CITY's failure to safeguard, protect, or maintain the artwork.

B. The ARTIST hereby stipulates that by entering into this and/or other similar agreements, the CITY is in no way creating a public forum or designated public forum for protected First Amendment expression under the Washington or United States Constitutions and further waives any and all claims against the CITY and its elected and appointed officials, employees, and agents related to the CITY's removal of artwork following a determination that the content of said artwork is inappropriate or incompatible with the public uses associated with the CITY's property.

C. ARTIST agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for

injuries, sickness or death of persons, including the ARTIST and employees of the ARTIST, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the ARTIST, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

(1) The ARTIST's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

(2) The ARTIST's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the ARTIST and the CITY, or of the ARTIST and a third party other than an officer, agent, subconsultant or employee of the ARTIST, shall apply only to the extent of the negligence or willful misconduct of the ARTIST.

4. **Insurance.** Paragraph 3(A) notwithstanding, the CITY agrees to insure the artwork for fifty percent (50%) of its reasonable retail value against theft. The ARTIST represents, warrants, and agrees that the amount listed above represents a good faith estimate of the retail valuation of the artwork. The ARTIST acknowledges that: (1) 50% of the amount listed will be the maximum amount covered by the CITY's insurance; (2) that the CITY's insurance shall only cover total theft of the artwork; (3) that the artwork will not be covered by the CITY's insurance until such time as it has been installed upon CITY property; and, (4) that the artwork shall be covered by the CITY's insurance only during the display time period identified above.

5. **Agreement Non-transferable.** The permission to exhibit the artwork is personal to the ARTIST and cannot be assigned or transferred without prior written agreement of the CITY.

6. **Attorneys' Fees.** If a suit or other action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover all of its costs and expenses including such sum as the court may judge reasonable for attorneys' fees, including fees upon appeal of any judgment or ruling.

7. **City Business License.** In the event that the ARTIST intends to offer any of the artwork for sale in conjunction with its display on City property, the ARTIST agrees to obtain a business license from the CITY prior to commencing to perform any services under this Agreement. The ARTIST will maintain the business license in good standing throughout the term of this Agreement.

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8. Entire Agreement. This Agreement represents the entire integrated Agreement between the CITY and the ARTIST, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. The standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY's terms and conditions shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ARTIST:

By: _____
Title: _____
Date: _____

CITY OF REDMOND:

By: _____
Title: _____
Date: _____

Approved by Park Recreation Manager:

Approved by Risk Manager:
