

AGREEMENT FOR TEMPORARY PUBLIC EXHIBITION OF SCULPTURE

This Agreement is entered into this 14th day of April 2022, by and between the City of Palm Desert, a California municipal corporation (“City”) and John Doe (“Artist”) Type of Business, Location of Business, for display of an artwork entitled “Title” (“Sculpture”) as part of the 2025/2026 El Paseo Sculpture Exhibition (“Exhibition”).

RECITALS

- A. The Artist desires to loan the Sculpture to the City for public display; and
- B. The Cultural Arts Committee and the Palm Desert City Council have approved a temporary exhibition of the Sculpture in a public place located on El Paseo between Street and Street (“**Exhibition Site**”).

THEREFORE, for good and valuable consideration, including, without limitation, the mutual promises, conditions, and agreements set forth herein, the City and the Artist agrees as follows:

1. Ownership

The Artist retains all ownership rights in the Sculpture unless sold as provided in Section 2 below. Notwithstanding the foregoing, City is entitled to exclusive possession during the Exhibition Period (as defined herein).

2. Sale of Sculpture

Artist may sell the Sculpture during the term of this Agreement; however, the Sculpture cannot be removed until the end of the Exhibition. If sold, Artist may assign his or her rights under this Agreement with the written consent of the City, which will not be unreasonably withheld. Under no circumstances shall sale of the Sculpture terminate this Agreement or adversely affect City’s rights hereunder including, but not limited to, City’s right of exclusive possession.

3. Reproduction Rights

Artist hereby grants City, in perpetuity, the right to photograph, film, videotape, or otherwise depict the Sculpture at any time during the Exhibition Period and to use such photographs, film, videotapes, or depictions at any time thereafter for purposes of promotion relating to the Exhibition or the City. Such reproduction and images which

feature the Sculpture as art for publicity, promotion, and educational purposes shall, to the extent reasonably possible and appropriate, give reference to the Artist. Reproduction and images of Sculpture in which the purpose of the reproduction or image is predominantly unrelated to the Sculpture shall not require reference to Artist.

4. Exhibition Period

The “Exhibition Period” shall mean the period from November 1, 2024 through October 31, 2026. The Exhibition Period may be shortened or extended in duration by written mutual agreement between Artist and City. Notwithstanding the foregoing, City reserves the right, in its sole discretion and with or without cause, to decline or terminate the Exhibition at any time.

5. Transportation, Installation, Removal, and Maintenance

5.1 Transportation of the Sculpture to and from the Exhibition Site shall be the responsibility of Artist. The Sculpture must arrive at the Exhibition Site ready to be secured to the preexisting pad with tabs or another preapproved installation mechanism. City shall bear the Reasonable Cost of installation and removal. “Reasonable Cost” shall mean those sums set forth in Exhibit “A”, which is attached hereto and incorporated by this reference. Once the Sculpture is removed from the pad, Artist is solely responsible for removing it from the premises. If the Sculpture sells during the Exhibition Period, Artist shall remain responsible for removal of Sculpture at the end of the Exhibition Period. If Artist fails to remove Sculpture from the pad within fourteen (14) days of scheduled deinstallation date, then City will remove and dispose of Sculpture as necessary and will withhold the Reasonable Cost from the balance of the Exhibition Honorarium. Expenses in excess of the balance of honorarium will be the responsibility of the Artist.

5.2 During the Exhibition Period, City shall be responsible for the maintenance of the Sculpture. City shall take reasonable steps to utilize the maintenance procedures and/or methods described by Artist and set forth on Exhibit “B”, which is attached hereto and incorporated herein by this reference, but City reserves the right to decline implementation of any or all, or any part thereof, of such procedures and/or methods if circumstances, including but not

limited to considerations of cost, render such implementation unreasonable. In the event City declines to implement such procedures and/or methods, Artist may undertake such procedures and/or methods at Artist's sole expense.

6. Exhibition Honorarium

City shall pay Artist an exhibition honorarium of five thousand dollars and no/100ths (\$5,000) for the loan and exclusive possession of the Sculpture during the Exhibition Period ("Exhibition Honorarium"). City's obligation for payment is conditioned upon the complete installation and timely removal of Sculpture. Artist shall not be entitled to payment in the event this Agreement is cancelled or otherwise terminated, for any reason, prior to completion of installation the Sculpture. Payment shall be made in accordance with the following schedule.

Installation of Sculpture. Four thousand dollars (\$4,000) of the Exhibition Honorarium upon completion of delivery and installation of Sculpture.

Removal of Sculpture. One thousand dollars (\$1,000) of the Exhibition Honorarium upon removal of Sculpture.

7. Liability for Damage or Injury

7.1 City shall insure the Sculpture against damage or loss in the amount of XXXX dollars and no/100ths (\$XX,XXX.00), which the parties agree is the fair market value of the Sculpture and the extent of the City's liability in the event of its damage or loss.

7.2 City's obligation to provide insurance is solely for the duration of the Exhibition Period and only while the Sculpture is located on at the Exhibition Site. Artist is responsible and liable for any damage or destruction that may occur during transportation of the Sculpture to and/or from the Exhibition Site.

7.3 To the fullest extent permitted by law, Artist shall indemnify and hold City harmless from any and all claims, losses, damages, injuries, and/or liabilities, of any kind whatsoever, including reasonable attorney fees and costs, arising out of or related to the transportation, installation and/or deinstallation of the Sculpture by Artist, defects of the Sculpture, faulty workmanship of the Artist, or any negligent acts or willful misconduct of the Artist and its agents except such loss or damage caused by the sole negligence or willful misconduct of the City.

Artist's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Artist, the City, its officials, officers, employees, agents, or volunteers.

8. El Paseo Sculpture Exhibition Guidelines

Attached hereto and made a part hereof is Exhibit "C", which are the Guidelines for the El Paseo Sculpture Exhibition. In the event of conflict between this Agreement and the Guidelines, this Agreement will prevail.

9. Entire Agreement

This Agreement represents the entire Agreement between City and Artist and no other representations, whether oral, written or implied, have been made nor may be relied upon by either City or Artist. This Agreement may be modified only by writing made after the date of this Agreement and signed by both City and Artist.

10. Governing Law

This Agreement is entered into in and shall be governed by the laws of the State of California. Venue shall be in Riverside County.

11. Death of Artist

In the event of Artist's death prior to the completion of the Exhibition Period, City will return the Sculpture after the conclusion of the Exhibition Period to the person(s) designated in Exhibit "D" at the expense of Artist's estate or Artist's designee.

12. Miscellaneous Provisions

This Agreement shall be binding on the successors and assigns of the Parties. There are no intended third party beneficiaries of any right or obligation assumed by the Parties. Artist has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. This Agreement may be signed in counterparts, each of which shall constitute an original.

CITY OF PALM DESERT

_____ Dated: _____
Karina Quintanilla, Mayor

ATTEST:

_____ Dated: _____
Anthony J. Mejia, City Clerk

ARTIST:

_____ Dated: _____
Artist

[printed name and title]

John Doe (Artist)
P.O. Box
city, st xxx
xxx-xxx-xxxx

APPROVED AS TO FORM:

City Attorney

Exhibit A: Transportation, Installation, and Removal Methods and Associated Cost

Installation/deinstallation coordinated and performed by City of Palm Desert. The Artist is responsible for transporting the artwork to the assigned site at the assigned date and time, whereas the City will provide technical assistance with the installation process and in securing the Sculpture to the foundation. **Sculptures must arrive install ready with tabs to secure the sculpture to the concrete pad. If sculpture does not arrive install ready, installation may be rescheduled for a date that this requirement can be met.** Please note that the concrete pad cannot be altered in any way to accommodate additional hardware to secure the Sculpture.

Listed below are detailed installation methods provided by the artist including required bolt and screw sizes necessary for securing the Sculpture to the concrete pad.

Crane needed to install Sculpture? _____

Artist Name _____

Artwork Title _____

Date _____

Exhibit B: Maintenance Requirements and Procedure

Artist Name: John Doe

Listed below are maintenance procedures/methods provided by the artist for the Sculpture titled "Art".

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Exhibit C: Guidelines for the 2025/26 El Paseo Sculpture Exhibition

1. The Public Art Department will facilitate the Exhibition on behalf of the City of Palm Desert.
2. All sculptures MUST be delivered and picked up from the assigned site pad on El Paseo at the assigned dates and times.
3. The City of Palm Desert will provide the following for the El Paseo Sculpture Exhibition.
 - A crane, if needed for installation of sculpture. The installation period is tentatively scheduled from November 1, 2024 to October 31, 2026.
 - Advertising and promotion of the Exhibition
 - Signage
 - Pads/Lighting/Maintenance
 - Dedication
 - Insurance for estimated value
4. All sculptures MUST be designed with tabs or other devices that can be utilized to easily secure the artwork to the concrete pads, and the base of the sculpture must fit on the existing pad site as designated in the Call for Entries.
5. All packing and crating materials MUST be removed by the artist at the time of installation.
6. The Exhibition period will not exceed two years.
7. Sculpture can be sold at any time, but must remain in its designated location for the entire Exhibition Period.
8. Bio, resume, or CV for the artist and a thorough description of the Sculpture must be supplied.
9. Artist must provide digital image at 300 dpi suitable for publication in advertising.

Exhibit D: Designated Beneficiary of Artist in case of Death or Incapacity of Artist

Below, as provided by the artist, is the name of the artist's designated beneficiary, to include address, phone number, and email address.

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