

LOAN AGREEMENT BY AND BETWEEN THE CITY OF PALM DESERT AND GOLDENVOICE, LLC, FOR THE PUBLIC ART DISPLAY OF “TAFFY”

This Agreement is entered into this **22** day of **January, 2026**, by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California 92260-2578, County of Riverside, State of California (“City”) and **Goldenvoice, LLC**, a **Limited Liability Company** with its principal place of business **425 W. 11th Street, Suite 500, Los Angeles, California 90015** (“Owner”). City and Owner are sometimes individually referred to herein as “Party” and collectively as “Parties.”

RECITALS

A. The Owner desires to loan to the City on a long-term basis an outdoor art piece entitled “TAFFY” created by Stephanie Lin (the “Artist”), which is comprised of five (5) vertical towers, ranging from 25 to 50 feet tall. The towers are built with lightweight, metal framing wrapped in a translucent scalloped mesh, metal fabric. The landscape footprint is approximately 50 feet by 75 feet, as further depicted in Exhibit A attached hereto and incorporated herein (“Art Work”).

B. City desires to borrow Art Work from Owner to exhibit outdoors at a public place located on San Pablo Avenue in the City of Palm Desert as is more particularly described in Exhibit A (“Display Site”).

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

1. Loan. Owner agrees to lend the Art Work to the City, and City agrees to borrow the Art Work from Owner, for the purpose of exhibiting the Art Work at the Display Site. Nothing in this paragraph prevents the City from choosing a different location for the display of the Art Work.

2. Term and Display Period. The term of the loan of the Art Work shall be for a period of 10 years starting on the date Art Work is installed during which time the Art Work shall be displayed at the Display Site (“Display Period”). The Display Period may be shortened or extended in duration by mutual agreement between Owner and City. Upon expiration of the Display Period, the agreement may be extended for an additional term of years, mutually agreed to by the parties. Notwithstanding the foregoing, City reserves the right, in its sole discretion, to remove from display or terminate the exhibition of the Art Work at any time by sending a written notice to the Owner of such decision.

3. Ownership. The Art Work is and shall remain the property of the Owner. Notwithstanding, the Owner grants to the City the right of possession in the Art Work for the term and purposes set forth in this Agreement. If Owner sells the Art Work during the term of this Agreement, under no circumstances shall the

sale of the Art Work terminate or adversely affect the City's rights hereunder including, but not limited to, the City's right to custody and possession during the initial Display Term.

4. License Reproduction Rights. Owner hereby grants a license to the City, in perpetuity, the right to photograph, film, videotape, or otherwise depict the Art Work at any time during the Display Period and to use such photographs, film, videotapes, or depictions in the regular course of dissemination of information, promotion and publicity relating to the Art Work or the City, including use of images of the Art Work on the City's website. The foregoing does not grant the City any reproduction rights, merchandising rights, rights to produce collateral materials or any secondary commercial exploitation of any photographs, film, videotapes or depictions it takes of the Art Work unless expressly agreed to by the Owner in writing. City agrees to give "on-loan" and "artistic" credit to the Owner and the Artist, respectively, concurrently with all such uses.

5. Transportation, Installation, Maintenance, and Removal

5.1 Owner shall be responsible for arranging transportation and delivery of the Art Work to the Display Site, and for arranging installation of the Art Work at the Display Site, provided that City shall reimburse Owner for all expenses incurred by Owner in relation to such transportation, and installation of the Art Work at the Display Site ("Installation Expenses"), with the maximum amount of such reimbursable Installation Expenses not to exceed the amounts set forth in the budget attached as Exhibit B. The Installation Expenses shall be paid by City to Owner within 90 days upon receipt of Owner's invoice with documentation of Owner's expenses as required by the City following the completion of the installation.

5.2 Owner shall prepare the Display Site for the display of the Art Work and such preparation shall include the preparation, grading and installation of necessary foundations for the various components of the Art Work. Owner shall prepare plans and specifications satisfactory to the City Engineer for the foundation. Owner shall obtain all required City permits for the installation of the foundation and the Art Work.

5.3 City shall be responsible for procuring, installing, and paying for lighting of and landscaping for the Art Work. City shall install signage, which provides "on-loan" and "artistic" credit to the Owner and the Artist, respectively.

5.4 Owner shall be responsible for the maintenance of the Art Work, provided that City shall reimburse Owner for all expenses incurred by Owner in relation to the maintenance of the Art Work ("Maintenance Expenses"), with the maximum amount of such reimbursable Maintenance Expenses not to exceed **Five Thousand Dollars and Zero Cents (\$5,000.00) per year**. The Maintenance Expenses shall be paid by City to Owner on a rolling basis, within ninety (90) days upon receipt of Owner's invoice to be issued not more frequently than monthly

during the Display Period. The parties agree that no maintenance other than occasional cleaning and painting should be required unless tagged, painted or vandalized, in which case solvent will be necessary to remove any paint.

5.5. Owner shall be responsible for arranging the removal of the Artwork from the Display Site and for all associated costs, except when removal occurs prior to the end of the Display Period as a result of the City's notification to Owner relinquishing possession of the Artwork pursuant to Section 2 above. In such case, the City shall be solely responsible for all costs related to such removal.

6. Insurance

6.1 Requirements. Without limiting Golden Voice's indemnification of the City, Golden Voice shall obtain and maintain at its own expense during the term of this Agreement the following insurance coverage:

6.2 Commercial General Liability Insurance: Coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage, naming the City, its officers, employees, and agents as Additional Insureds. Coverage shall be Primary and Non-Contributory with respect to any insurance maintained by the City, and the policy shall include a Waiver of Subrogation in favor of the City.

6.3 Automobile Liability Insurance: If applicable, coverage of at least \$1,000,000 combined single limit per accident for owned, hired, or non-owned vehicles used in relation to the Display. Policy shall name the City as Additional Insured, provide Primary and Non-Contributory coverage, and include a Waiver of Subrogation in favor of the City.

6.4 Workers' Compensation and Employers' Liability Insurance: If applicable, Golden Voice shall maintain statutory Workers' Compensation coverage in compliance with California law, with Employers' Liability limits of not less than \$1,000,000. Policy shall include a Waiver of Subrogation in favor of the City.

6.5 Proof of insurance shall be provided to the City prior to installation of the Display. Policies shall provide thirty (30) days' written notice to the City of any cancellation or material modification of required coverage.

7. Liability for Damage or Injury, Indemnification

7.1 It is agreed to by the Parties, that the Art Work shall be displayed outside and shall be exposed to extremes of rain, wind, heat, sun, humidity and other features of weather, as well as dirt, pollution, insects, birds and other animals, and the possibility of theft, vandalism and malicious mischief. To this end, Owner hereby warrants that the Art Work is structurally sound and properly constructed as an outdoor work of art. In addition, Owner hereby releases and

holds City harmless from any liability for damage to or loss of the Art Work, and City shall not be responsible for the preservation of the Art Work, nor shall City have any liability for theft, loss or damage to the Art Work except for damage arising from City's intentional misconduct.

7.2 City shall at all times during the term of this Agreement insure the Art Work for its fair market value, which the Parties agree is **Six Hundred Fifty Thousand Dollars (\$650,000.00)**, under a policy of insurance for risk of physical loss or damage. In the event such insurance is not adequate to cover losses which arise in connection with this Agreement, the City is not responsible for any such losses not covered by insurance. In no event shall City have any liability for damage to the Art Work or its foundations as a result of structural defects thereto or inherent vice.

7.3 City's obligation to provide the insurance described in Section 7.2 is solely for the duration of the Display Period and only while the Art Work is located on City property. Owner is responsible and shall be liable for any damage, loss or destruction that may occur during transportation and delivery of the Art Work to and/or from the Display Site, and during installation and removal of the Art Work if Owner is performing the installation and removal.

7.4 Owner shall indemnify and hold City harmless from any and all claims, losses, damages, injuries, and/or liabilities, of any kind whatsoever, including reasonable attorney's fees and costs, arising out of or related to the transportation, delivery, installation, maintenance, and/or removal of the Art Work if Owner is performing the installation and removal. Owner shall further indemnify and hold City harmless from any and all claims, losses, damages, injuries and/or liabilities, of any kind whatsoever, including reasonable attorney's fees and costs, arising out of or related to any acts of negligence by Owner or Owner's agents.

8. Addresses for Notices.

Any notice, demand or document which any party is required or may desire to give or deliver to the other hereunder, shall be in writing and may be delivered personally or given by United States mail, certified, return receipt requested, postage prepaid, addressed as follows:

To Owner: Goldenvoice, LLC
425 W. 11th Street, Suite 500
Los Angeles, California 90015
Attn: Chad Holden, Vice President

To City: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, California 92260
Attn: Erica Powell, Management Analyst Public Art

Either party shall have the right to designate a different address by notice similarly given. Any notice, demand or documents to be given, delivered or made by United States mail shall be deemed to have been given or delivered or made two (2) days after the day on which the same is postmarked by the United States mail, addressed as above provided, with postage thereon fully prepaid, if mailed via return receipt requested. Owner shall notify City promptly in writing (email shall suffice) if there is any change in ownership of the Art Work (whether through inter vivos transfer or death) or if there is a change in the identity or address of Owner. City assumes no responsibility to search for Owner if it cannot be reached at the address of record.

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

10. Governing Law. This Agreement is entered into in and shall be governed by the laws of the State of California.

11. Contract Administration. The City Manager or his designee shall administer the terms and conditions of this Agreement for the City.

12. Third Parties. The City shall have no obligation to any third parties under this Agreement.

13. Headings. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification only and shall not be deemed to limit, expand or define the contents of the respective sections or paragraphs.

14. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

15. Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the respective heirs, successors in interest and assigns of the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO LOAN AGREEMENT BY AND BETWEEN THE CITY
OF PALM DESERT AND GOLDENVOICE, LLC, FOR THE PUBLIC ART
DISPLAY OF "TAFFY"**

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and year first above written.

CITY OF PALM DESERT

GOLDENVOICE, LLC

Chris Escobedo
City Manager

Chad Holden
Vice President

Attest:

Anthony J. Mejia
City Clerk

Approved as to form:

Isra Shah
City Attorney

EXHIBIT "A"

DESCRIPTION OF ART WORK

TAFFY by Stephanie Lin

TAFFY is comprised of five vertical towers, ranging from 25 to 50 feet tall. The towers are built with lightweight, metal framing wrapped in a translucent scalloped mesh, metal fabric. The landscape footprint is approximately 50 feet by 75 feet.

Installation Location: Civic Center Park, south of Skate Park and east of San Pablo Avenue.



EXHIBIT "B"

INSTALLATION BUDGET

Owner shall oversee the transportation, engineering, and installation of *TAFFY*. Including the following:

- Confirm the final installation location in coordination with the City, Public Art Company (PAC), and the Artist.
- Lay out footing locations for the concrete contractor and review and approve formwork prior to the concrete pour.
- Coordinate the transportation route and obtain any required oversized load permits in collaboration with Plaza Towing.
- Schedule all required heavy equipment and crane operations, including the implementation of appropriate on-site safety protocols.
- Oversee the installation and anchoring of the base sections.
- Oversee the installation and guying of the upper sections.
- Complete installation of all interior perforated materials and perform final paint touch-ups.
- Not including electrical work or lighting.
- Consulting and oversight.

ITEM	FEE
The Public Art Company and Artist Fee	\$68,500
Trucking	\$5,000
Crane	\$25,000
Prep Labor	\$36,000
Installation and Touch-up Labor	\$13,500
Epoxy Inspection	\$500
Boom Lift x2	\$5,000
Touch-up Paint	\$3,000
Hardware	\$2,200
Engineering	\$5,000
Contingency	\$16,370
Total:	\$180,070