



## **ART LOAN AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_  
\_\_\_\_\_ (“Lender”) and the City of Prescott, Arizona (“City”). Exhibit A: Lender  
Information

WHEREAS, both the Lender and the City believe that this art loan enhances the aesthetic character of the community and advances the public understanding of art; and

WHEREAS, the Lender wishes to loan to the City of Prescott for use as public art an item which is more specifically described in Exhibit B and referred to as the “Work”, and the Lender has complied with the review processes of the Art in Public Places Committee, referred to as the “Committee”; and

WHEREAS, the City is willing to accept the loan under the terms and conditions herein:

THEREFORE, the parties agree as follows:

1. The Lender acknowledges that City of Prescott Resolution No. 4279-1488 “Guidelines for Acceptance of Public Art” referred to as the “Guidelines”, governs this Agreement and may be used to determine the suitability, appropriate location, maintenance, safety, acceptance and de-accession or return of the Work.
2. The Lender hereby conveys temporary possession of the Work to the City of Prescott. The loan is for use as public art within the City and shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and terminate on \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.
3. The Lender certifies that he / she has legal ownership of the Work and that it is free of encumbrances and does not infringe upon any copyrights.
4. Possession of the Work shall vest in the City upon delivery. The Lender retains any rights under the “Visual Artist Rights Act” and the “Copyright Act of 1976” except as limited by this agreement.
5. The City may reproduce faithful images of the Work for non-commercial purposes including public information, educational, and catalog purposes.
6. The City will insure the Work as part of its general property coverage and maintain the Work according to its normal maintenance standards.
7. The Work will initially be placed as described in Exhibit C. The City may relocate the Work at its discretion.

8. The City may remove the Work from public display at its sole discretion. The Lender may be required to remove the Work at their expense as outlined and agreed to in Exhibit D.
9. The Lender agrees to comply with the Committee and City requirements as described in Exhibit D, including but not limited to; the making and installation of the Work, inspections, liability insurance during installation, safety, ADA compliance, interference with City facilities and agreed future maintenance, prior to acceptance by the City. These requirements were determined during the Committee and City Staff review process and are shown in Exhibit D.
10. This contract is subject to the cancellation provisions of A.R.S. §38-511.
11. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.
12. The Lender agrees to defend, indemnify, and hold harmless the City, its officers, employees, agents, or other representatives from any and all claims for damages or otherwise arising under this Agreement and from any negligent acts of the Lender. This Indemnification provision shall survive the termination of this Agreement.
13. The parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court
14. The parties expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract, pursuant to ARS § 12-341.01(A) and (B), or pursuant to any other state or federal statute.

**LENDER:**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

STATE OF ARIZONA                    )  
  )ss.  
COUNTY OF YAVAPAI                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
2016, by \_\_\_\_\_, personally known to me or proven to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the within instrument, and  
acknowledged that he/she executed it.

\_\_\_\_\_  
[Seal]

\_\_\_\_\_  
Notary Public

**CITY OF PRESCOTT:**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
HARRY B. OBERG  
Mayor

ATTEST:  
  
\_\_\_\_\_  
DANA R. DeLONG  
City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
JON PALADINI  
City Attorney

## **EXHIBIT A: Lender Information**

## **EXHIBIT B: Description of the Art**

1. Narrative description of the conceptual or finished Work. Method of installation, dimensions, timeframe for completion. Drawings, maquette, and photographs.

## **EXHIBIT C: Site Selection**

1. Site location. Shown on map and with scaled site photographs with the Work inserted for a visual perspective of the surroundings.
2. A description of how the Work fits the site as relating to the social and physical environment.

## **EXHIBIT D: Requirements and Costs**

1. Project Budget. Artist / Lender borne costs. City costs. Future maintenance costs.
2. Schedule.
3. Engineering requirements.
4. Committee requirements as determined after review.