



SHORT-TERM SCULPTURE DISPLAY AGREEMENT

This Agreement ("Agreement") is made this DATE, by and between the City of Kirkland ("City") and the undersigned exhibitor ("Exhibitor") ADDRESS.

RECITALS

- A. Exhibitor owns or otherwise has all rights to loan, display, and sell that sculpture collection described in Exhibit A (the "Sculptures"), entitled Pareidolia People.
- B. City wishes to exhibit the Sculptures in the downtown Kirkland public area(s) designated by the City ("Display Area") to promote economic development and tourism and to provide the public good of exposing members of the public to works of art for public awareness and appreciation.
IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:
1. Ownership. Exhibitor warrants that Exhibitor owns or otherwise has all rights to loan, display, and sell the Sculptures and that the Sculptures are accurately described in Exhibit A attached hereto.
 2. Exhibition, Promotion and Sale. Exhibitor agrees to exhibit the Sculptures in the Designated Area as part of the City's art exhibition program. City agrees to exhibit and promote the sale of the Sculptures.
 3. Term. The term of this Agreement shall be from DATE to DATE, provided, however, that the City may terminate this Agreement without cause upon fourteen (14) days' prior written notice to Exhibitor. However, in the event removal must occur for public safety or the best interests of the City, City may remove the sculpture immediately and notice will be given to Exhibitor that this has occurred as promptly as reasonably possible.
 4. Installation and Removal. Exhibitor will be responsible for proper installation and removal of the Sculpture in the Display Area. Exhibitor is responsible for delivering the Sculpture to the installation location and for removing it from that location at the end of the Term however that end has occurred. If the Exhibitor fails to deliver at the time and place designated by City, Exhibitor waives his or her right to have the Sculpture displayed. If the Exhibitor fails to remove the Sculpture at the end of the Term, City will remove it and charge the Exhibitor any removal or storage costs incurred.
 5. Insurance. During the term of this Agreement and at its expense, the City agrees to insure the Sculpture against loss, theft, damage, or destruction in an amount determined by Exhibitor, which shall reflect the Sculpture's reasonable appraised value. At the time of the execution of this Agreement, the parties agree that the reasonable appraised value of the NAME OF SCULPTURE are listed in Exhibit A. Any request to increase such insurance coverage shall be accompanied by the appraisal documents upon which the request is based. The City shall provide Exhibitor proof of such insurance coverage within ten (10) days of Exhibitor's request. With regard to the policy(s) of casualty insurance required by this Agreement, the parties hereto agree to waive all rights of subrogation against the other.

6. Maintenance. The Exhibitor at exhibitor's expense agrees to maintain and clean the Artwork. If artist fails to clean after notification by the city of substantial need, the City will clean the art at the current market rate through contracted vendor and the Exhibitor will be responsible for reimbursing the City for such costs.
7. Release. Exhibitor hereby releases the City from and waives any and all claims which Exhibitor may have against the City for any damage to or loss of the Sculpture, arising from any cause whatsoever not covered by insurance, whether that cause be gradual deterioration, deterioration due to irrigation in the Display Area, or the acts or omissions of any person in regard to the Sculpture.
8. Public Relations. Exhibitor agrees that the Sculpture may be photographed for reproduction in any public relations materials produced by the City regarding the City, its art exhibits, or the City's other programs.
9. Successors and Assigns. All of the terms, conditions, and provisions of this Agreement apply to, inure to the benefit of, and are binding upon the City, Exhibitor, and their respective heirs, administrators, executors, successors, and assigns.
10. Attorneys' Fees. If an action is commenced to enforce any of the provisions of this Agreement, the prevailing party may, in addition to its other remedies, be entitled to recover its reasonable attorney's fees and costs.

EXHIBITOR:

CITY OF KIRKLAND:

By: _____

By: _____

Date: _____

Date: _____

Exhibit A