



CITY OF  
**FOLSOM**  
DISTINCTIVE BY NATURE

## AGREEMENT FOR TEMPORARY DISPLAY OF ART

WHEREAS, the City of Folsom (City) has determined that the expansion of arts and cultural activities within the city will benefit the citizens and will further expand economic development of the city. Visual art enhances public spaces and invites public participation and interaction in these spaces. It also provides local artists with new opportunities to participate in the cultural life of our city; and.

WHEREAS, the City has designated several areas in City buildings which it deems appropriate for the display of citizen artwork including, but not limited to, designated areas within the City Hall Lobby, the Mayor’s Office, the City Hall Council Chambers and other publicly accessible City office locations as determined by City staff. The display of artwork within the designated areas shall be in conformance with the Guidelines for the Display of Art in Public Spaces for Temporary Exhibitions. The City expressly reserves the right to select the artwork it deems suitable for public display in City buildings and no Artist/Exhibitor shall be deemed to have any right to display any artwork by virtue of this public display program or this agreement.

**Therefore**, the City and:

### ARTIST/EXHIBITOR

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ E mail \_\_\_\_\_

Agree to a public exhibit of artwork on the dates of: January 22, 2018 to March 1, 2018

Please deliver work ready for display on: Thursday, January 18, 2018, 10:00 am

By agreeing to exhibit his/her artwork and by signing below, **Artist/Exhibitor acknowledges and agrees that he/she is displaying his/her artwork at his/her own risk and are hereby releasing the City, its officers, agents and employees from and all liability for any type of loss, damage, vandalism or theft of the artwork while the artwork is in the custody of the City including, but not limited to, installation, display, removal or temporary storage.**

Artist/Exhibitor further acknowledges and agrees that the artwork will be displayed in a publicly accessible area and that the artwork will not be insured by the City. The City does not provide security of any kind to protect the works of art. Artist/Exhibitor is solely responsible for maintaining its own insurance to cover any loss or damage to the artwork.

Art may be offered for sale at 30% commission to the City. Any art work sold during the exhibit must remain on display until the end date of the exhibit as stated above. All sale prices must be agreed to prior to the start of the exhibit. All sales will be made out to the City and totaled at the end of the exhibit. A

check for 70% of totaled sales will be sent to the exhibitor within thirty (30) days after the end date of the exhibition.

The exhibitor agrees to deliver all work ready for display; mounted, or as otherwise appropriate for public display. Fragile, hazardous, or poorly prepared work will not be accepted. Special display requirements must be provided by the exhibitor.

Parks and Recreation staff will be responsible for the installation, final placement and removal of artwork within public display areas. Arts organizations will be able to volunteer to install and remove their work for exhibit under the direction of staff.

The City reserves the right to move or remove any or all of the art displayed at any time without cause or reason. In the event the artwork is removed by the City prior to public display dates above, the Artist/Exhibitor will be notified at the address listed above and the artwork must be retrieved by the Artist/Exhibitor within five (5) business days or the Artist/Exhibitor will be subject to the storage fees set forth in the next paragraph. The Artist/Exhibitor agrees to remove all artwork from display by end of the public display date above. Any artwork remaining after three (3) business days will be removed by the City and subject to a storage fee of \$3.00 per art piece per day. Artwork will not be insured at any time, including removal and storage. If any artwork is not claimed after thirty (30) days, it will be deemed abandoned and become the property of the City.

The Artist/Exhibitor agrees to indemnify, defend and hold the City harmless from any claims arising from the display, storage or use of the artwork as provided in this agreement.

**I AGREE TO ALL THE TERMS AND RECITALS SET FORTH IN THIS AGREEMENT:**

Artist/Exhibitor: \_\_\_\_\_

Representing Organization: **Folsom Arts Association**

CITY OF FOLSOM by: \_\_\_\_\_

City Representative

**ARTWORK INVENTORY**

<b>Title of Artwork</b>	<b>Medium</b>	<b>Dimensions</b>	<b>Sale Price, Incl. 30%</b>	<b>Value, if <u>NOT</u> For Sale</b>

\_\_\_\_\_  
Delivered by Exhibitor Date

\_\_\_\_\_  
Accepted by Staff Date

\_\_\_\_\_  
Removed by Exhibitor Date

\_\_\_\_\_  
Returned by Staff Date