



ART DONATION FOR DISPLAY IN PUBLIC PLACE ACCEPTANCE AGREEMENT

This agreement is entered into this _____, by and between the City of Arcata, a municipal corporation (hereinafter the "City"), and _____ (hereinafter the "Artist").

RECITALS

Whereas, the City Council for the City of Arcata has determined that art in City-owned parks and other public places provides an aesthetic enhancement to the quality of the park and/or other public place to the beneficial enjoyment of the community; and

Whereas, the Artist has submitted a proposal to design, fabricate, install and donate to the City the following particular piece of art ("Artwork") at the following described location:

Whereas, on _____, the Parks and Recreation Committee approved the Artist's Artwork proposal (attach photo or rendering to this Agreement) and accepted the donation based on the conditions set forth in this Agreement.

NOW, THEREFORE, the City and the Artist agree as follows:

1. **Donation and Acceptance.** The Artist hereby conveys by donation the Artwork, and its legal title, to the City, and the City hereby accepts the donation of the Artwork under the terms, qualifications and conditions as set forth in this Agreement. The Artist certifies that the Artwork is a unique work of art created by the Artist, and is not subject to third party claims of royalties, or copyright or trademark infringement. The Artist intends by this donation to relinquish all legal claim of right to title, royalties, copyright or trademark of the Artwork.
2. **Removal or Relocation.** The City retains the right to relocate or permanently remove the Artwork from public display for any reason, in the sole discretion of the City, including, but not limited to: hazards to public health, safety or welfare; unsightly or deteriorated conditions of the artwork; or the need to access, repair and maintain public facilities.
3. **Artist's Option.** The Artist shall have the option of reacquiring title and possession of the Artwork upon permanent removal of the Artwork by the City as follows: Prior to permanent removal of the Artwork, the City shall provide notice to the Artist addressed and delivered in accordance with Section 5 of this Agreement. Should the Artist choose to exercise its option to reacquire the Artwork, the Artist shall remove the Artwork at the Artist's own expense within 60 days of notification from the City. Legal title to the Artwork shall be deemed conveyed to the Artist at the time of removal. Failure by Artist to either respond to the City's notification or to remove the Artwork within the specified 60 day period shall be deemed a waiver by the Artist of the Artist's option to reacquire title and possession of the Artwork upon its permanent removal, and the City may thereafter use the

Artwork for any purpose, including without limitation, dismantling, salvaging or sale.

4. **Construction and Installation Requirements.**

- a. The Artist shall be solely responsible for all labor and materials costs associated with building, transporting and installing the Artwork.
- b. The City shall assist with installation of the Artwork as follows: Installing concrete pad and securing mechanisms. Supervision of installation.
- c. The Artist shall give at least 14 days advanced notice to the City’s Park Superintendent of the installation date.
- d. The Artwork shall be installed such that its highest point will be no greater than 6 feet above grade unless a certified engineer provides the City with a written report stating that a taller installation of the Artwork can withstand appropriate wind loads and other applicable stresses, and the City’s Building Official approves said engineer’s report.
- e. The Artist shall construct the Artwork to fit a permanent base, which shall be specified in an installation template provided by the City.
- f. The risk of loss and damage during construction and installation shall be borne solely by the Artist.

5. **Notice.** Notice when required herein, shall be deemed properly given and complete when provided by personal delivery, or upon five (5) days after mailing U.S. first class mail, postage prepaid to the following addresses, or to any other updated address which may have been provided in writing from one party to the other:

If to Artist:

If to City:

City Manager
736 F Street
Arcata, CA
(707) 822-5953

Each party bears shall ensure that the other party is properly notified in writing of any revisions or updates to these addresses.

6. **Indemnification.** The Artist agrees to indemnify, defend and hold harmless the City of Arcata, and its and officers, employees, agents, assigns through legal counsel reasonably acceptable to the City, from and against any and all claims, losses, demands and expenses, including but not limited to, attorney’s fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to construction, installation and Artist’s maintenance of the Artwork, if any, as required under this Agreement.

The parties hereto have executed this agreement to have effect as of the day and year first written above.

ARTIST, a private individual(s)

CITY OF ARCATA, a municipal corporation

By _____
Artist

By _____
City Manager