

## ARTIST EXHIBITION AND RIGHT TO PURCHASE AGREEMENT

**THIS AGREEMENT** is hereby entered into between the City of Boynton Beach, Florida ("the CITY"), a Florida municipal corporation, and \_\_\_\_\_ (the "ARTIST"), an individual with an address of \_\_\_\_\_.

WHEREAS, the CITY wishes to locate artwork temporarily along Ocean Ave. between the Intracoastal and Seacrest Blvd. and along Seacrest to Boynton Beach Boulevard in Boynton Beach, Florida; and

WHEREAS, the ARTIST wishes to exhibit his/her artwork with the CITY for placement on the public and private property along Ocean Ave., and Seacrest Blvd. for a period of approximately one year; and

WHEREAS, the CITY wishes to purchase a series of artworks for the Boynton Beach Art in Public Places Program; and

WHEREAS, the ARTIST wishes to sell his/her artwork to the CITY as part of the Boynton Beach Art in Public Places Program

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. The ARTIST hereby agrees to loan the artwork described in Exhibit "A" ("ARTWORK") to the City for outdoor placement along Ocean Ave., and Seacrest Blvd. in Boynton Beach, Florida for a period of approximately one year. The time period starts on a date no earlier than September 14, 2009 and no later than September 24, 2009. The time period ends no earlier than September 14, 2010 and no later than September 24, 2010.

2. The ARTIST represents and covenants that the ARTWORK(s) is/are made of durable material and will withstand the usual weather and climate in the area. The ARTIST assumes all responsibility and risk for any deterioration or weathering caused to the ARTWORK.

3. The CITY will determine a location for the exhibition of the ARTWORK on Ocean Ave. and Seacrest Blvd. Based on information about the location supplied by the CITY, the ARTIST will provide a sketch of any required physical support base and the method of attachment to existing concrete pad construction. Once approved by the CITY, the ARTIST will modify the ARTWORK, if necessary, with any required elements to attach the ARTWORK to the existing concrete pad construction.

4. The ARTIST will agree to a precise delivery date with the CITY that will be during regular business hours unless specifically agreed by the CITY. At his/her cost, the ARTIST will deliver the ARTWORK to the exhibition location and install the

ARTWORK existing concrete pad construction at the precise location directed by CITY staff. The ARTIST is responsible for shipping and to move the ARTWORK from the delivery vehicle to the ARTWORK location. The City will provide the hardware specs to the ARTIST to attach the artwork to the concrete pads. The ARTIST is responsible for the installation of the artwork. The CITY will provide the ARTIST with a condition report after installation.

5. The ARTIST will agree to a precise removal date with the CITY that will be during regular business hours unless specifically agreed by the CITY. At his/her cost, the ARTIST will remove the ARTWORK from the exhibition location under the supervision of CITY staff. The ARTIST is responsible to move the ARTWORK from the existing concrete pad construction at the precise location to the delivery vehicle. The CITY will provide the ARTIST with a condition report after removal.

6. The CITY reserves the right to move the ARTWORK at any time to any location on Ocean Ave. and Seacrest Blvd. or other CITY property or to remove the ARTWORK at any time from the exhibition. The CITY will contact the ARTIST before moving the artwork except during an emergency related to the public safety or the safety of the ARTWORK.

7. The CITY will provide property insurance for the value of the ARTWORK in the event that the ARTWORK is lost, stolen or damaged by third parties. The insurance WILL NOT cover wind damage. In the event of a hurricane the CITY will notify the ARTIST and allow the ARTWORK to be removed 48 hours prior to official hurricane notice. The ARTIST agrees to assign its rights to pursue third parties for damages/reimbursement to CITY, upon CITY's request. The CITY is not responsible for damage caused by acts of war or major acts of nature including, but not limited to, floods and hurricanes, tornadoes and lightning.

8. ARTIST represents that he/she has the right to enter into this agreement and same does not interfere with or violate the right of any other person or entity; that it owns all rights, title, interest and copyright to the ARTWORK.

9. ARTIST will be able to sell the artwork on display during the year. If the artwork is removed before the year-long display has ended the artist agrees to replace the artwork with another similar artwork. The Artist must submit the new artwork for approval by the Arts Commission prior to removing the artwork. If the artist sells the artwork during the year long display and has it removed then the artist agrees to contribute 10% of the artwork sale to the City of Boynton Beach's Art in Public Places program.

10. The CITY will pay the ARTIST one thousand dollars (\$1,000.00) as an artist fee for the loan, delivery, installation and removal of the ARTWORK. The artist fee will be paid as follows: five hundred dollars (\$500.00) upon delivery and acceptable installation of the ARTWORK and five hundred dollars (\$500.00) upon removal of the ARTWORK.

Unless the CITY chooses to purchase the ARTWORK as described below, the ARTIST fee is the only consideration that the CITY will provide to the ARTIST. If the CITY decides to purchase the ARTWORK and the end of the year loan program the artist will not get the final \$500.00 of the \$ 1,000.00 artist fee payment. Instead the ARTIST will receive payment for the purchase of the ARTWORK for placement on CITY property.

11. The ARTIST hereby agrees to grant the CITY the right to purchase the ARTWORK through the end of the exhibition period. If the CITY chooses to purchase the ARTWORK, ARTIST agrees to sell the ARTWORK at \_\_\_\_\_dollars inclusive of all costs. The CITY is exempt of paying sales tax. As part of the purchase price, the ARTIST will provide services to advise the CITY in writing on the permanent installation of the ARTWORK and maintenance requirements. This provision does not require the CITY to purchase the ARTWORK.

12. The ARTIST grants the right to the CITY to photograph and distribute photographs of the ARTWORK for non-commercial public information including media releases, CITY newsletter, website, exhibition printed matter and websites. The CITY will provide the ARTIST with digital images and printed matter. These images will be provided on a CD with image dimensions min 4 inch, max 10 inch with common aspect ratio sizes preferred. Jpeg or PNG 150 DPI min, 300 DPI max save Jpeg as maximum size. PDF file format is also acceptable. All digital files should be identified with artist name lastname.jpeg etc. Copy files can be provided as word, rft, or pages file formats saved on the CD. Print outs can be made directly from computer or provided a color copies.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

ATTEST:

CITY OF Boynton Beach,  
FLORIDA

-----  
Kurt Bressner, City Manager

\_\_\_\_\_  
Janet Prainito, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

State of Florida  
County of Palm Beach

(CITY FILL OUT THIS PAGE)

The foregoing instrument was acknowledged before me, the undersigned notary public in and for the State of Florida, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_ and \_\_\_\_\_, City Clerk and City Manager, respectively.

Notary Public  
Seal of Office

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name of  
Notary Public Exactly as Commissioned  
Individuals Who Signed Are:  
Personally Known, No Identification  
Produced

(ARTIST FILL OUT THIS PAGE AND HAVE NOTARIZE)

\_\_\_\_\_  
Name of artist

\_\_\_\_\_  
Name of company

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me, the undersigned notary public in and for the State of Florida, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_ Artist & Company name.

\_\_\_\_\_  
Notary Public, State of Florida

Notary Public

Seal of Office

\_\_\_\_\_  
Printed, Typed or Stamped Name of  
Notary Public Exactly as Commissioned  
Individual Who Signed Is:  
\_\_\_ Personally Known, No ID Produced OR  
\_\_\_ Identification Produced

EXHIBIT "A"

ARTIST EXHIBITION AND RIGHT TO PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF BOYNTON BEACH AND ARTIST/COMPANY NAME.

ARTWORK

Title \_\_\_\_\_

Date \_\_\_\_\_

Materials \_\_\_\_\_

Dimensions \_\_\_\_\_

Retail Price \_\_\_\_\_

(If artwork is joint project)

The artwork is a joint collaboration of NAME artists NAME and NAME.