

This agreement, dated November 22, 2021, is between the City of Fredericksburg, a municipal corporation, and _____ (“the Artist”).

Recitals

The City established the Fredericksburg Arts Commission to provide leadership by and for the City government in supporting arts and cultural affairs. One specific duty of the Commission is to plan and promote public art.

The Commission has the authority to accept grants and donations to further its purposes, and those grants and donations are to be kept separate from the City’s general fund; however, the Commission does not have the power to enter into contracts or make independent purchases of goods or services. City Code § 10-192. Therefore, any contract for public art will be between the City and the artist.

The Commission has recommended that the City contract for display for a work of public art, as described in this agreement. The City and the artist have accepted this recommendation. Therefore, the parties agree as follows:

Agreement

The artist will install the following artwork, depicted in the photo attached to this agreement, under the following terms:

Sculpture name/date of creation:

Medium:

Dimensions:

Location of installation:

Footing requirements:

Dates of display:

1. **Payment.** Upon installation of the artwork, the City will pay the Artist \$_____. Upon removal at the end of this agreement, the City will pay the Artist the final \$_____. The City will not make any payment to the Artist until the Artist has submitted a signed W-9 tax form to the City.
2. **Promotion.** The City will provide signs near the sculpture that direct viewers to the Commission's website, www.fredarts.com. The website will describe the artwork and provide information on the Artist, including a link to the Artist's own website.
3. **Sale of the artwork.** The Artist retains ownership of the artwork throughout the term of this agreement and may sell the artwork during that time. If the artwork is sold during the term of this agreement, the artwork must remain in place until the agreement expires. If the artwork is sold during the term of this agreement, the artist will pay the City 25% of the sale amount as a commission for displaying the artwork. This payment will be considered funds of the Commission, as described by City Code § 10-192.
4. **Insurance.** The City is not responsible for any damage to the artwork. The Artist is solely responsible for maintaining appropriate property insurance for the artwork.
5. **Installation and removal.** The Artist is responsible for transportation of the artwork to and from the installation site. The City may refuse to install the artwork if it materially differs from the artwork presented in the Artist's Public Sculpture Program application. The City will provide the footing for installation of the artwork and any equipment required for the installation and removal. The City is responsible for removal of the footing.
6. **Maintenance.** The City will maintain the footing for the artwork and the surrounding area, specifically including regular cleaning, removal of flyers and posters, and any other required maintenance and repairs. The Artist is responsible for maintenance of the artwork itself.
7. **Damage.** If the artwork is seriously damaged during the term of this agreement (as determined by the City), the Artist will repair or remove it within 30 days of receiving notice of the damage.
8. **Termination.** The City may terminate this agreement for any reason upon 30 days notice to the Artist. The Artist will remove the artwork from City property within 30 days of receipt of a notice to terminate.
9. **Choice of Law, Venue.** This agreement is governed by Virginia law. The Circuit Court of Fredericksburg, Virginia is the exclusive venue for any litigation regarding this agreement.
10. **Notices.** Any notices pertaining to this contract must be sent by first-class mail:

To the City:

M.C. Morris
Assistant Director for Tourism
706 Caroline Street
Fredericksburg, VA 22401

To the Artist:

Artist

[insert artist name here]

City of Fredericksburg, Virginia

By: Tim Baroody, City Manager

Approved as to form:

Attest:

City Attorney

Deputy Clerk of Council