**NORTH CAROLINA DURHAM COUNTY ARTIST AGREEMENT**

**DURHAM COUNTY TEMPORARY PUBLIC ART INSTALLATIONS**

This Contract made on this **X** day of , by and between the **DURHAM COUNTY PUBLIC ART PROGRAM,** hereinafter referred to as “Public Art Program,” and **ARTIST** hereinafter referred to as “Artist.”

Whenever used in this Agreement, the term “Property” shall mean any location inside, applied to the exterior, or on the grounds of a Facility owned by the County of Durham, North Carolina.

NOW, THEREFORE, in consideration of these premises, and of the mutual promises and undertakings set forth below, the parties hereto agree as follows:

**1. Delivery of Work.** While this Agreement is in effect, the Artist may select Works for display from their studio, which the County may agree to accept for display at its option. The Artist shall be responsible for installation and removal of the Works, which are accepted free of charge to the County unless otherwise stipulated.

**2. Duration of the artwork installation.** The Artist and the County agree that the initial term of the artwork installation for the Works is to be ( ) days ( ) weeks ( ) months, commencing on and terminating on . Thereafter, the Artist and County may agree upon extending the duration of the artwork installation in a written, signed agreement.

**3. Public Exhibition.** Temporary public artwork installations shall be available for viewing by all citizens free of charge. Artist shall have access to County property with prior consent, for preparations and artwork removal. Decisions as to disposition of the Works not removed by the agreed upon time will be made solely by the County, including risk of loss, costs for removal, storage, or maintenance, all chargeable to the Artist.

**4. Rights and Obligations**. Licensee agrees to fulfill the conditions and obligations set forth below as such pertains to installation of the Work:

A. Indemnification. Licensee, its officers, employees, agents and shareholders shall indemnify and save harmless the County of Durham, their respective officers, agents, servants and employees from and against all claims, losses, damages, and expenses arising out of Licensee’s use and occupancy of County property under the provisions of this Agreement. Licensee acknowledges and agrees that this obligation is operative regardless of whether the claim arises from intentional or negligent acts of the Licensee’s agents, employees, subcontractors, vendors, or invited guests. Licensee also acknowledges and agrees that it is responsible to satisfy any claim for damage to, or theft from County property resulting from, connected to, or contemporaneous with, the Licensee’s use of the property. This indemnification shall survive the termination of this agreement.

B. Licensee acknowledges that should it fail to honor any demand made upon it to satisfy the above obligations within thirty (30) days of such demand being made that the Durham County Public Art Program, Durham County, or its subrogee, may pursue the enforcement of same through judicial action and Licensee shall be responsible for the costs of such collection, including a reasonable attorney’s fee.

C. Inspection/Damages. Licensee shall have the right to inspect the Property both prior to any temporary public artwork installation and after removal of said installation to observe the condition of the Property. The Property shall be returned to its same condition upon removal of the temporary public art installation at Licensee’s expense. The Licensee will assume full responsibility for payment of damages to facilities and/or Property owned equipment that occurs during the duration of the installation.

D. Other Expenses. The County shall not be liable to Licensee for any expenses paid or incurred by Licensee unless otherwise agreed in writing.

E. Modifications to Property. Licensee shall not make any temporary or permanent modifications to the Property without the prior written permission of Durham County Public Art Program staff. Should Licensee be permitted to make any modifications to the Property or parking area, including repairs, they will be done at the Licensee’s sole expense and obligation. Licensee shall also be responsible for returning the Property to its original state within 48 hours after removal of the temporary public art installation should any temporary modifications have been approved by the Durham County Public Art Program.

F. Rules and Regulations. Licensee shall ensure that it, its agents, employees, licensees and invitees comply with all rules and regulations posted at the Property and/or set forth in this Agreement or otherwise provided to Licensee by the County.

G. Offensive Conduct. Licensee agrees to conduct business in an orderly manner and to permit no offensive or unreasonably boisterous conduct or practices on the part of its agents, employees, or independent contractors while on the Property.

H. No Smoking. Licensee acknowledges that the County prohibits smoking on the grounds of or within all County Property.

I. Prior Notice of Installation/Removal. Licensee shall provide a minimum of two business days’ notice prior to commencement of the artwork installation or its removal.

**5. Compliance with Laws.** Licensee represents that it is in compliance with all Federal, State, and local laws, regulations policies, ordinances or orders, as amended or supplemented. The implementation of this contract will be carried out in strict compliance with all Federal, State, or local laws.

**6. Delay and/or Cancellation of Temporary Public Art Installation.**

A. By the County for convenience. The County reserves the right to delay and/or cancel any temporary public art installation in the case of some unforeseen event resulting in the unavailability of the Property, including but not limited to health or safety concerns and inclement weather, or if there is a conflicting priority. The County will not exercise its right to cancel an agreement in an unreasonable manner and will provide as much notice to Licensee as possible. The Public Art Program shall provide the Licensee written notice of such delay or cancellation and may provide the Licensee with alternative dates for the temporary public art installation, if available, upon request of the Licensee. Cancellation of a temporary public art installation under this paragraph shall result in the immediate termination of this Agreement.

**7. Default.** The failure of Licensee to fulfill any condition of this contract or to permit unlawful activities to take place at the temporary artwork installation shall constitute a default and render this contract null and void except for the right of the County to collect from Licensee any and all payments due under this contract and any other damages incurred by the County or the Stadium Authority due to the default or otherwise.

**8. Notices.** All notices or payment of damage assessments which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

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| **DURHAM COUNTY ENGINEERING AND ENVIRONMENTAL SERVICES, PUBLIC ART PROGRAM**  **c/o Public Art Coordinator**  **201 E. Main Street, Fifth Floor**  **Durham, North Carolina 27701** | **LICENSEE** |

**9. Governing Law.** Unless otherwise specified, this Agreement shall be governed by the laws of the State of North Carolina. All litigation arising out of this agreement shall be commenced in the appropriate division of the General Court of Justice in Durham, North Carolina.

**10. Non-Discrimination**. Licensee shall not discriminate against any agents, employees, subcontractors, vendors, invited guests, attendees, the public at large, trespassers, or other unspecified or unknown individuals because of age, sex, gender identity, race, creed, national origin, or disability. Licensee shall take action to ensure that all agents, employees, subcontractors, vendors, invited guests, attendees, the public at large, trespassers, or other unspecified, or unknown individuals are treated fairly and legally during the temporary public art installation with regard to their age, sex, gender identity, race, creed, national origin, or disability. In the event Licensee is deemed to be in violation of this section10, this Contract may be canceled, terminated or suspended in whole or in part by the County, and Licensee may be declared ineligible for future temporary public art installations.

**11. Successors and Assigns**. Licensee shall not assign its interest in this contract. Licensee has no authority to enter into contracts on behalf of the County.

**12. Existence.** If Licensee is a corporation or LLC, such company is duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this agreement.

**13. Corporate Authority**. By execution hereof, the person signing for Licensee below certifies that they have read this contract and that they are duly authorized to execute this contract on behalf of the Licensee.

**IN TESTIMONY WHEREOF**, the Durham County has caused these presents to be signed in its name by its Public Art Program staff, and Licensee, acting under and by virtue of the authority in them vested, has hereunto set their hand and seal, the day and year first written above. By execution hereof, the person signing for Licensee below certifies that they have read this Agreement and that they are duly authorized to execute this contract on behalf of the Licensee.

DURHAM COUNTY PUBLIC ART PROGRAM

By

LICENSEE

Authorized Representative

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Title / Position

Print Name, Title / Position, and Date