

ART DISPLAY AGREEMENT

BETWEEN

the CITY OF MOAB, a Utah municipality,

and

CANYONLANDS ARTS COUNCIL, INC., DBA MOAB ART TRAILS a Utah non-profit corporation

This Art Display Agreement ("Agreement") is between the City of Moab, a Utah municipality, and Canyonlands Arts Council, Inc., dba Moab Art Trails a Utah non-profit corporation.

RECITALS

- a. The City of Moab (the "City") and Canyonlands Arts Council, Inc., dba Moab Art Trails ("Moab Art Trails") would like to formalize an existing program to display artwork on the downtown sidewalks of Moab, Utah (the "Program"). The Program will create a more visually pleasing downtown environment and expand the opportunities for residents and visitors to experience quality works of art as outlined in the City of Moab's General Plan to include: Enhance the Moab Arts Community and other arts and culture venues; Encourage citizen participation in planning cultural arts activity, making citizen suggestions (e.g. specific art classes, a community art wall, etc.) a reality when possible; Work with partners in the arts and culture sector and use creative strategies to achieve economic, social, environmental, and community goals; and encourage art to be displayed on public property and rights-of way.
- b. The City will provide right-of-way on downtown Moab property allowing artists to display their artwork.
- c. Art Trails will be fully responsible for managing the Program.
- d. The parties wish to memorialize their understanding of the Program and the responsibilities of each party.

AGREEMENT

I. Term. The duration of this Agreement shall be a period of three (3) years (the "Term"), commencing upon the date of execution by the City. The parties may elect to extend the agreement for additional periods of time by mutual written agreement.

2. Program Management. Art Trails agrees to be fully responsible for managing and overseeing the day-to-day workings of the Program including, but not limited to, selecting, installing, maintaining, and removing the artwork, and working directly with the artists. Art

Trails shall assure that all works exhibited under this Program are lawfully displayed by securing consent or authorization from the owners, authors, or creators of the original artworks, as applicable.

3. Right-of-Way. The City agrees to provide right-of-way on downtown Moab's sidewalks to allow the installation and display of the artwork for the Program. The locations for the displays shall be as mutually agreed by the parties and designated in writing signed by the designee of each party. Displays shall not be placed on the City's right-of-way prior to such designation in writing.

4. Notice Prior to Installation. Not less than fourteen (14) days prior to installation of each piece of artwork Art Trails shall provide written notice to the City including a description and picture of the artwork and which designated location as outlined herein paragraph 3 the piece of artwork will be located.

5. Installation and Maintenance. Art Trails shall be solely responsible for the installation and maintenance of the artwork and all other improvements which the artwork may need. The installation shall be completed in a workmanlike manner and without damage to adjacent improvements or utilities owned by the City or others. All sidewalks, curbs, paving, underground utilities, or other City improvements which may be disturbed as a result of installation or maintenance by Art Trails or the artists shall be restored by Art Trails to as good a condition or better as existed immediately prior to disturbance. The City may inspect the installation, and if the City believes the artwork was not installed or maintained in a workmanlike manner, the City may require that Art Trails reinstall, repair, or remove the work. The attached map of designated locations (Attachment A) may be amended from time to time as agreed to in advance by both parties. The City agrees to provide traffic control during installation and such assistance as the Public Works Director deems necessary to insure safety.

6. Indemnity. Art Trails agrees to indemnify, defend, and hold the City harmless from and against any loss, liability, judgment, claim or damages asserted by any third-parties and arising out of the any act, omission, breach of duty, or other conduct of Art Trails, its officers, directors, employees, or volunteers in connection with the Program.

7. Artist Waiver. Art Trails agrees all artists participating in the Program shall sign a waiver, in a form acceptable to the City, releasing the City from any and all claims or liability arising from the artists' display of artworks or participation in the Program. If Art Trails installs a display or piece of artwork without acquiring a signed waiver from the artist as indicated herein, Art Trails shall assume any and all claims or liability for that display until they acquire the waiver from the artist.

8. Insurance. The City agrees to schedule each piece of properly installed artwork, located on City property, on the City's property insurance policy to insure against losses due to extreme vandalism, theft or damage by motor vehicles. Art Trails agrees to either carry comprehensive general liability insurance for bodily injury, personal injury, and/or property damage, with a minimum limit of not less than one hundred thousand dollars (\$100,000) or to

execute an indemnity waiver for all representatives of Art Trails. Art Trails agrees to provide proof of insurance coverage or an indemnity waiver to the City promptly upon request.

9. Cash Contribution: Future Contributions. The City has budgeted to contribute ten thousand dollars (\$10,000) to Art Trails for operating support for the Program (\$2,500) and the purchase of artwork (\$7,500). This contribution to the Program is for the City of Moab's fiscal year ending June 30, 2023. Art Trails may apply for additional funding from the City for each fiscal funding year. Art Trails must follow all procedures designated by the City when requesting the funds from the City. The City will consider additional funding proposals each year, and may contribute additional financial support to the Program, but the amount, if any, is within the discretion of the City and subject to the City's budgetary restrictions. Future support for the Program is subject to appropriation by the City in its sole discretion.

10. Termination. Either party may terminate this Agreement following a minimum of sixty (60) days written notice. Art Trails shall remove all artwork and installations at its expense no later than ninety (90) of any notice of termination's termination date.

11. Independent Contractors. Each party to this Agreement acts solely as an independent contractor, and nothing in this Agreement is intended to constitute a partnership, agency relationship, or joint venture between the parties.

12. Discrimination. The Program shall be open to all artists regardless of race, color, religion, gender, age, sexual orientation, marital status, or physical or mental disability.

13. Complete Agreement. This document is the sole and complete agreement between the parties and no additional or different oral representation, promise, or agreement shall be binding on any of the parties with respect to the subject matter of this instrument. Modifications to this Agreement must be in writing and duly executed by both parties.

14. Governing Law and Venue. This Agreement is governed by Utah law; the sole venue for any dispute arising from this Agreement shall be the courts of Grand County, Utah.

15. Authority. This Agreement is a valid and binding obligation executed after each party has obtained all requisite legal authority.

16. Immunity. Nothing in this Agreement shall constitute a waiver or release of any governmental immunity possessed by the City pursuant to the Utah Governmental Immunity Act, U.C.A. § 63G-7-101 et seq., or any other applicable law.

17. Notice. Any notices shall be sent by first class mail, postage prepaid, or delivered by courier, to the addresses for the parties as specified below:

City of Moab
Attn: City Manager
217 East Center St.
Moab, UT 84532

Moab Art Trails
Attn: Christy Williams
375 S. Main, #236
Moab, UT 84532

Notice may be sent to such other persons or addresses as the parties may designate in writing to the other.

This Agreement is binding and effective as of the date(s) of execution by the parties, below

CANYONLANDS ARTS COUNCIL, INC.

By: _____
Canyonlands Arts Council, Inc.
Theresa King, Trustee

Date

By: _____
DBA: Moab Art Trails
Christy Williams, Trustee

Date

CITY OF MOAB

By: _____
Joette Langianese, Mayor

Attest:

By: _____
Sommar Johnson, Recorder

Date

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