

ART DONATION AGREEMENT

This Agreement is entered into this _____ day of _____ 2017, at Madison, Wisconsin by and between the City of Madison, Wisconsin, a municipal corporation, hereinafter referred to as "CITY" and _____, who has been duly appointed by the Circuit Court of Dane County, Wisconsin, to serve as the Personal Representative of the decedent Harry Whitehorse, and who shall hereafter be referred to as "ARTIST'S PERSONAL REPRESENTATIVE'S PERSONAL REPRESENTATIVE":

The CITY agrees to accept a donation from ARTIST'S PERSONAL REPRESENTATIVE all intellectual and real property rights ("RIGHTS") to a work of art entitled _____ and all intellectual and real property rights ("RIGHTS") to ARTIST'S PERSONAL REPRESENTATIVE'S maquette of _____, hereinafter referred to as WORK, for CITY to use in a future project for the aesthetic enrichment of CITY generally; and

The CITY agrees to engage in a good faith effort to raise funds for the completion of the WORK and for the prominent public display of the WORK. However, the City shall not be in default of this agreement for any reason, including the failure to raise such funds, to complete the WORK or for failure to display the completed WORK. Once transferred, all rights to the WORK shall irrevocably belong to the City.

ARTIST'S PERSONAL REPRESENTATIVE agrees to donate to CITY all RIGHTS to WORK and maquette of WORK. And CITY agrees to accept the rights to WORK and maquette of WORK as described and pictured in EXHIBIT A.

ARTIST'S PERSONAL REPRESENTATIVE hereby grants CITY a worldwide, non-exclusive, royalty-free sub-licensable, and transferrable license to use, reproduce, distribute, publish, prepare derivative images of, and display of WORK in any print media, including photography, videography, broadcast and Internet, for all legitimate business purposes including advertising and promotional activities. Commercial physical reproduction or modeling of the WORK for retail purposes is not permitted under this agreement and the right to engage in such activities shall remain with the ARTIST'S PERSONAL REPRESENTATIVE.

ARTIST'S PERSONAL REPRESENTATIVE declares that this Agreement represents the full and final expression of the intent and agreement between the parties relating to the WORK. This Agreement replaces all previous discussion, understandings, and agreements relating to the WORK.

ARTIST'S PERSONAL REPRESENTATIVE understands that by signing this AGREEMENT ARTIST'S PERSONAL REPRESENTATIVE is may be irrevocably giving up and forgoing important legal rights.

Signature:

ARTIST'S PERSONAL REPRESENTATIVE'S SIGNATURE

ARTIST'S PERSONAL REPRESENTATIVE'S PRINTED NAME

Date

CITY OF MADISON:

Natalie Erdman, PCED Director

Date

Paul R. Soglin, Mayor

Date