ART LOAN AGREEMENT

CITY OF MADISON
ARTS PROGRAM ADMINISTRATOR
Room LL-100
215 Martin Luther King, JR. Boulevard
Madison, Wisconsin 53703

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF MADISON (City) through its Arts Program Administrator and East High School (Borrower).

1. PURPOSE

This Agreement sets forth the terms and conditions governing the loan of objects of art from the collection (artwork) of the City to the Borrower. This loan is made without remuneration between the parties.

2. DESCRIPTION OF OBJECTS; CITY DISCRETION

A description of the object(s) on loan is attached as Attachment A.

Credit line should read as:

José Guadalupe Ríos Cordoba
Bringing Madison's History to Life, 2014
A Gift from our Sister City Tepatitlán de Morelos, Mexico on loan from the City of Madison.

The City retains the sole right to determine what is loaned to the Borrower and where Borrower shall publicly display the loaned artwork. The City must have the opportunity to inspect the proposed facility and placement of the artwork at least two weeks prior to installation unless this requirement is waived by the City in writing. The City reserves the right to refuse any loan or proposed emplacement/display of artwork based on legal, logistical, financial, safety/security, or intellectual property rights issues, or the suitability of the work in relation to the planned display(s).

3. ENTIRE AGREEMENT, ORDER OF PRECEDENCE

These standard terms and conditions shall apply except where expressly stated otherwise in a written instrument covering this Agreement signed by an authorized representative of the City and the Borrower, in a form approved by the City Attorney (a "Separate Agreement"). If such a separate agreement is executed it shall constitute the entire agreement and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City.

4. EXHIBITION NAME AND TERM, CANCELLATION

The name of this exhibition is *Bringing Madison's History to Life* The exhibition and this loan commences on May 1, 2018 and will be completed on May 1, 2023 unless terminated earlier under the terms of this Agreement. The loan period may be extended only by mutual

and written agreement of duly authorized representatives of the Parties. In the event of extension, the insurance coverage must be extended accordingly.

The City reserves the right to cancel any Agreement in whole or in part without penalty for any reason at its sole discretion. In the event the Borrower shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the Borrower, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Agreement and all rights of the Bidder under the Agreement. The City may, at any time, take whatever measures are available to it under the laws of the State of Wisconsin, to regain custody and control of the borrowed artwork(s). Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Borrower fails to maintain and keep in force the insurance, the City shall have the right to cancel and terminate the contract without notice.

5. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the parties are described in the provisions below:

a. Care and Preservation

The Borrower will give objects left in its custody the same care provided to similar property of its own. Evidence of damage to objects at the time of receipt or while in the Borrower's custody will be reported immediately to the City. No alteration, restoration, or repair to objects will be undertaken without the written authorization of the City. The City certifies that the objects to be loaned are in good condition and will withstand ordinary strains of installation, packing, and transportation.

b. Borrower Assumption of Risk for Interactive Exhibits

If City's artwork(s) are for public interactive purposes, the City is not responsible for broken work/object(s). The Borrower acknowledges that breakage is a potential outcome of inviting the public to interact with the work/object(s).

c. Copyright

All works are considered protected by copyright law. The Borrower will take commercially reasonable steps to avoid and prevent violations of the applicable rights in the copyrighted objects. However, City acknowledges that Borrower is not able to prevent all violations of copyright law, and in particular, to prevent all unauthorized recordation, photography, or other forms of capture. If the City's artwork(s) are photographed and/or used in other ways not permitted by City, City shall not look to Borrower to enforce its copyright or related rights. Rather, City will take the legal action necessary or desired to address the copyright infringement and to the extent reasonably necessary, Borrower shall assist the City in prosecuting such efforts.

d. Value of Object(s) Loaned

The declared value of the artwork(s) loaned under this agreement is _____. The City declares this value in good faith and, upon request, can provide evidence to support this assertion.

e. Limitation of Liability

The declared value stated above represents Borrower's maximum liability for the artwork(s) on loan in the case of loss or damage. If no value is declared, Borrower's maximum liability for loss or damage to the artwork(s) is $10,000 per item.

f. Publicity and Photography

Unless the Borrower is notified in writing to the contrary at the time the object is loaned, it is understood that the objects on loan may be photographed and reproduced for use in the Borrower's publications, for publicity purposes connected with the exhibition, for exhibition documentation and for educational purposes. All rights and privileges for reproduction will be arranged by the Borrower.

g. Return of Loan

Upon expiration of the loan or the termination of this Agreement, the artwork(s) will be released and returned to the City without delay.

6. MODIFICATION

The parties may modify this Agreement only by mutual consent. Any modification shall be effective only if written, signed by the authorized representatives of each party and attached to this Agreement.

7. GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the State of Wisconsin and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

8. NON-DISCRIMINATION

In the performance of work under this Agreement, the Borrower agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

9. INDEMNIFICATION

The Borrower shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or

suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Borrower and any of Borrower's subcontractors in the performance of this Agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees.

10. INSURANCE

The Borrower will insure against the following risks to the extent stated below. The insurance required below must be obtained and corresponding certificate(s) of insurance approved by the City Risk Manager before objects will be released on loan.

a. Property Insurance. The artworks covered by this loan shall at all times be given sufficient care to protect them against loss, damage, and/or deterioration. The Borrower shall provide and pay for fine arts insurance coverage for the artwork under an all-risk "nail to nail" policy at the value specified in item 5.d. above for hazards, including but not limited to, fire, water or humidity, insects, dirt, theft, and from mishandling by unauthorized or inexperienced persons, or by the public. As evidence of this coverage, the Borrower shall provide a certificate of insurance listing the City of Madison as a loss payee. The Borrower shall indemnify the City for any loss of or damage to the artwork while in the Borrower's possession as well as while in-transit.

b. Commercial General Liability Insurance. The Borrower shall carry commercial general liability insurance covering as insured the Borrower and naming the City, its officers, officials, agents and employees as additional insureds, with a minimum limit of $1,000,000 per occurrence. This policy shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of this Agreement. As evidence of this coverage, the Borrower shall furnish the City with a certificate of insurance on a form approved by the City, and, if requested by the City Risk Manager, Borrower shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this Agreement is in effect, Borrower shall provide a renewal certificate to the City for approval.

c. Acceptability of Insurers - The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

d. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

11. WORK SITE DAMAGES

Any damage, including damage to finished surfaces, resulting from the performance of this Agreement shall be repaired to the Owner's satisfaction at the Borrower's expense.

12. RESERVATION OF THE RIGHT TO INSPECT ARTWORK

At any time during normal business hours and as often as the City may deem necessary, the Borrower shall permit the authorized representatives of the City to review and inspect all borrowed artwork at any time during the duration of this Agreement, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Borrower from any obligation to care for and safeguard the artwork borrowed under this Agreement.

13. CARE, PUBLIC DISPLAY AND SAFE TRANSPORTATION OF ARTWORK

The artwork(s) covered by this Agreement shall at all times be given sufficient care to protect them against loss, damage, and/or deterioration. The Borrower shall maintain constant and adequate protection of the artworks from all hazards, including but not limited to: fire; water or humidity; insects; dirt; and theft; and from mishandling by unauthorized or inexperienced persons, or by the public. Should loss, damage, or deterioration be noted, regardless of who may be responsible therefore, the Borrower shall inform the City immediately and in detail. Should damage occur during transit, the City and the carrier shall be notified at once, and all packing materials shall be saved until all parties have had an opportunity to inspect them.

The artwork(s) shall be maintained in the condition in which they were received by the Borrower, as described in Attachment A hereto. The artwork shall not be unframed or removed from mats, or mounts for any purpose whatsoever, or cleaned, repaired, retouched, or altered in any way, or transported in damaged condition except with the prior express written permission of the City.

The artwork(s) shall be displayed in a location that is readily accessible and viewable to the general public visiting the Borrower's premises. Such location shall be pre-approved by the City. Once placed on display, such artwork(s) shall not be moved without the consent of the City, unless necessitated by an emergency threatening the safety of such artwork(s).

The artworks shall be packed and transported by a qualified company specialized in transporting artworks such as the artwork(s) described in this Agreement. All costs for packing and "door-to-door" roundtrip transportation of the artworks shall be arranged for and shall be paid in full by the Borrower.

14. WEAPONS PROHIBITION

Borrower shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Agreement, other than while at the Borrower's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Agreement, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m). This section does not apply to employees who are required to carry a weapon under the express terms of any contract with the Borrower (such as armed security guard services, etc.).

15. ASSIGNMENT

The rights and duties established under this Agreement, and any claim arising thereunder, are not assignable or delegable by either party in whole or in part.

16. NOTICE

The contact person for all communications regarding the performance of this Agreement shall be:

For City:

Name: **Karin Wolf, Arts Program Administrator**
Address: Room LL-100, 215 Martin Luther King, Jr. BLVD, Madison, WI 53703
Telephone: 608-261-9134
E-mail: kwolf@cityofmadison.com

For Borrower East High School:

Name: **Mike Hernandez, Principal**
Address: 2222 E. Washington Ave Madison, WI 53704
Telephone: 608.204.1605
E-Mail: mhernandez3@madison.k12.wi.us

17. NON DISCRIMINATION

There will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, sexual orientation (including gender identity), age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended; and (d) applicable non-discrimination laws of the state of Washington. The parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion, or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities, and employment practices.

18. ACT CONSISTENT WITH LAW

The parties will comply with all federal, state, and local laws applicable to their activities in the performance of this Agreement.

19. SIGNATURES

The parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the parties will comply with the terms and conditions of this Agreement.

IT IS HEREBY AGREED.

CITY OF MADISON

By:

_____
Karin Wolf
Arts Program Administrator

Date: _____

[INSERT NAME OF BORROWER]

By:

_____
Signature
Title: _____

Date: _____

CITY OF MADISON, WISCONSIN
a municipal corporation

By: _____
Paul R. Soglin, Mayor

Date: _____

Approved:

_____
David P. Schmiedicke, Finance Director

Date: _____

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

_____
Eric T. Veum, Risk Manager

Date: _____

_____
Michael P. May, City Attorney

Date: _____

ATTACHMENT A

Description of the Object(s) on Loan

In accordance with the terms and conditions set forth in this document and document titled "Art Loan Agreement" (Agreement) the City agrees to lend to the artwork(s) listed below for public display for the loan period set forth in the Agreement:

BORROWER INFORMATION
Name/Organization: Madison East High School
Address: 2222 E. Washington Ave
Telephone No.: (608) 204-1605
Email address: mhernandez3@madison.k12.wi.us

OBJECTS ON LOAN
Artwork(s) on loan to the Borrower pursuant to the Agreement are:
Title: Bringing Madison's History to Life
Year: 2014
Artist: Córdoba, José Guadalupe Ríos
Medium: The mural is painted on standard 4'x8' pieces of plywood.
Dimensions (inches): 96"x 240"
Insurance Value (USD):
Image(s): Attached Below
Narrative Description: This mural was created as part of the Madison Sister City program. Artists were exchanged between Madison, WI and Tepatitlan, Mexico. The mural is designed to convey both the heart and history of Madison. The Capitol is surrounded by several ethnic groups that helped build Madison: Ho Chunk Native Americans, Europeans, African Americans and Latinos. Also represented are major historical contributions by the progressive movement, equal opportunity legislation, the women's movement, the UW, and the gay and lesbian community. Córdoba includes some of the protests and rallies that have occurred here, as well as references to the environmental movement and dairy farming. The themes of the mural point to what the artist discovered to be the true soul of Madison: human rights. (–Laura Jones, Isthmus)