

## INCOMING ART LOAN AGREEMENT

This Agreement is entered into by the **CITY OF SAN ANTONIO**, (“**CITY**”) acting by and through its Executive Director of the Department of Arts & Culture, and \_\_\_\_\_ (“**LENDER**”) for the loan of artwork described more specifically in Attachment A, which is attached and incorporated into this Agreement (“**ARTWORKS**”). The **ARTWORKS** shall be displayed at the \_\_\_\_\_ (“**LOCATION**”), located at \_\_\_\_\_ for the \_\_\_\_\_ (“**EXHIBITION**”).

In consideration of the terms, covenants, agreements, and duties contained in this Agreement, and other good and valuable consideration, the sufficiency and receipt of which are acknowledged, **CITY** and **LENDER** (collectively “Parties”) agree as follows:

1. The term of the **EXHIBITION** shall run from \_\_\_\_\_ to \_\_\_\_\_. The term of the **EXHIBITION** may be extended by mutual written agreement of the Parties. Either Party may terminate this Agreement with thirty (30) days written notice to the other Party.
2. **LENDER** shall loan **ARTWORKS** for display to the public at the **LOCATION**. **CITY** will be responsible for the transportation, delivery, and installation of **ARTWORKS** at **LOCATION**, no later than \_\_\_\_\_. **CITY** is responsible for removal of the **ARTWORKS** from **LOCATION** after the closing date of the **EXHIBITION** and for returning the **ARTWORKS** to **LENDER** within seven (7) days after such closing date. Prior to installation, **LENDER** must provide **CITY** with the appraised value of **ARTWORKS**, which shall be included in Attachment A.
3. **CITY** acknowledges that the acquisition of the **ARTWORK** will benefit **CITY** in its goal to develop a permanent collection of artworks that will increase public awareness and support for public art. **CITY** may seek to acquire the **ARTWORKS** as part of **CITY**’s collection in accordance with the terms of the Art Acquisition Agreement in Attachment B, which is attached and incorporated into this Agreement.
4. In consideration of **LENDER** loaning the **ARTWORKS** to **CITY**, **CITY** shall pay **LENDER** an amount not to exceed \$\_\_\_\_\_ to be paid upon \_\_\_\_\_.

To be paid as follows:

Payment Date \_\_\_\_\_

Payment Date \_\_\_\_\_

**CITY** shall pay invoice within 30 days of receipt, subject to **LENDER**’s compliance with all provisions of this Agreement.

-OR-

In consideration of the publicity and goodwill associated with the **EXHIBITION**, **LENDER** shall loan the **ARTWORKS** to **CITY** at no charge.

5. **LENDER** acknowledges that **CITY** will not store the **ARTWORKS** beyond thirty (30) days after termination of the **EXHIBITION**.
6. General Terms and Conditions.

- a) **LENDER** warrants and represents that it owns the **ARTWORKS**.
- b) **CITY** will exercise due diligence to provide professional level of care of the **ARTWORKS**.
- c) **LENDER** must provide written instructions for special or restricted care of the **ARTWORKS**.
- d) **CITY** will inform **LENDER** as soon as possible after discovery of any theft, damage or threat to **ARTWORKS**.
- e) **CITY** will conduct inventory and condition reporting upon **ARTWORK**'s arrival at **LOCATION** and departure from **LOCATION**. A copy of the report will be maintained by **CITY**.
- f) **CITY** will repack the **ARTWORKS** in accordance with **LENDER**'s written instruction, if provided, or if not so instructed will repack the **ARTWORKS** in a manner to protect them during transportation and to minimize potential risk of damage in transit. Original packing as provided by **LENDER** will be used unless **CITY** determines such packing to be insufficient to properly protect the **ARTWORKS** upon their return. In such case, **CITY** will repack the **ARTWORKS** in materials deemed more appropriate for object transportation.
- g) **LENDER** must provide correct delivery information and any specific return instructions and ensure ability to receive the shipment as agreed to prior to shipping.
- h) **LENDER** is responsible for informing **CITY** in writing of any change in ownership of the **ARTWORKS** or if there is a change in address of **LENDER**. **CITY** will attempt to contact **LENDER** at the last provided contact information prior to returning **ARTWORKS** to verify the return address and will make a reasonable effort to locate **LENDER** should the contact information be out of date. **CITY** assumes no responsibility to perform extended searches for **LENDER**. If **LENDER** or a legally recognized representative cannot be located at the expiration of the term of this Agreement, the **ARTWORKS** will be deemed abandoned and **CITY** may place the **ARTWORKS** in storage at the sole risk and expense of **LENDER** or dispose of the **ARTWORKS**.
- i) **LENDER** must provide **CITY** copies of permits or legal documentation of imported or exported culturally sensitive artifacts, if required, or if **ARTWORKS** are otherwise controlled by local, state or federal law.
- j) Except where the terms of this Agreement expressly provide otherwise, any communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in first class mail, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio  
 Department of Arts & Culture  
 Attn: Contract Manager

203 S. St. Mary's Street, Ste. 120  
San Antonio, Texas 78205

If intended for Contractor, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. **CITY** reserves the right to remove, relocate and/or cover the **ARTWORKS** anytime during the **EXHIBITION** period if the space becomes obligated for another service or if **CITY** determines the **EXHIBITION** is not in the best interest of **CITY**. **CITY** shall promptly notify **LENDER** of the necessity of removal or relocation of the **ARTWORKS**, and make a good faith effort to accommodate **LENDER's** preferences in such event. **CITY** shall be responsible for all costs associated with such removal, relocation and/or coverage.
8. **LENDER** warrants that items exhibited do not violate any local, state, or federal laws.
9. **LENDER** warrants and represents to **CITY** that **LENDER** owns all intellectual property rights in the **ARTWORKS** and has the legal right to convey certain rights to **CITY**.
10. Prior to the date of installation, **LENDER** shall provide **CITY** with written information about the **ARTWORKS** to be used in press releases and exhibition signage including credit lines and biographies. All signage will include a credit line referencing **LENDER**, as set forth in Attachment A, unless specifically requested in writing by **LENDER** prior to installation of the **EXHIBITION**.
11. **LENDER** acknowledges that **CITY** permits non-commercial photography in the **LOCATION** and **LENDER** understands that **ARTWORKS** may be photographed by visitors for their personal use.
12. **LENDER** grants **CITY** a nonexclusive, royalty-free, perpetual license to photograph, film, and videotape any or all of the **ARTWORKS** exhibited for the purpose of publicizing or documenting the **EXHIBITION** or any other non-commercial purpose. **CITY** shall provide a credit line for **LENDER** whenever exercising this license, unless specifically requested in writing by **LENDER** prior to installation of the **EXHIBITION**.
13. **LENDER** covenants and agrees to **FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death, intellectual property rights infringement and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to LENDER's activities under this Agreement, including any acts or omissions of LENDER, any agent, officer, director, representative, employee, LENDER or subcontractor of LENDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT LENDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE**

**APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

**The provisions of this INDEMNITY are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. LENDER shall advise CITY in writing within 24 hours of any claim or demand against CITY or LENDER known to LENDER related to or arising out of LENDER's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at LENDER's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving LENDER of any of its obligations under this paragraph.**

14. **CITY** maintains a program of property insurance which protects the fine art owned by **CITY** and fine art loaned to **CITY** while in the custody and control of **CITY**. Pursuant to the terms and conditions of this insurance program, **CITY** will protect the condition and value of the **ARTWORKS** loaned to **CITY** while in transit to or from **LOCATION**, while on display at **LOCATION** and during installation and removal. Upon execution of this Agreement, **LENDER** shall provide appraised valuation data for insurance purposes. Such value shall be reflected in Attachment A.

15. **Insurance**

Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Department of Arts & Culture, which shall be clearly labeled "Department of Arts & Culture" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Department of Arts & Culture. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<i><b>INSURANCE TYPE</b></i>	<i><b>LIMITS</b></i>
<b>1. Workers' Compensation</b>	Statutory
<b>2. Employers' Liability</b>	\$1,000,000/\$1,000,000/\$1,000,000
<b>3. Commercial General Liability Insurance to include coverage for the following:</b> a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage must be on a per project aggregate.
<b>4. Business Automobile Liability</b> a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single .Limit for bodily injury and Property Damage of \$1,000,000 per occurrence
<b>5. Professional Liability</b>	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service. Coverage to be maintained and in effect for no less than two (2) years subsequent to the completion of the professional service.

Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names Contractor and City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Contractor shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio  
Attn: Department of Arts & Culture  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

16. **CITY** will refer all inquiries regarding purchase of the **ARTWORKS** to **LENDER**. **CITY** shall not be or act as sales agent for **LENDER** for any **ARTWORKS** sold during the **EXHIBITION**. Should **LENDER** sell the **ARTWORKS** during the term of this Agreement, **LENDER** shall provide **CITY** with written instructions for returning the **ARTWORKS** upon the closing of the **EXHIBITION**.

17. This Agreement does not create an employer-employee relationship between **LENDER** and **CITY**, or any other relationship whatsoever, except for the relationship based on the loan of the **ARTWORKS**. **LENDER** is an independent contractor, and in no event shall **LENDER** be or act as agent, partner, employee, tenant, licensee or joint venture or as any other representative whatsoever of **CITY**.

18. **CONFLICT OF INTEREST.**

The Charter of the City of San Antonio and its Ethics Code prohibit a **CITY** officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with **CITY** or any **CITY** agency such as city owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to **CITY** of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- (i) a **CITY** officer or employee;
- (ii) his or her parent, child or spouse;
- (iii) a business entity in which the officer or employee, or his/her parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- (iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a **CITY** contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

**LENDER** warrants and certifies as follows:

- (i) **LENDER** and its officers, employees and agents are neither officers nor employees of **CITY**.

**LENDER** acknowledges that **CITY**'s reliance on the above warranties and certifications is reasonable.

19. **NON-DISCRIMINATION.** As a party to this Agreement, **LENDER** understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established in this Agreement.

Agreed to be effective this the \_\_\_ of \_\_\_\_\_, 20\_\_.

**CITY OF SAN ANTONIO:**

**LENDER:**

\_\_\_\_\_  
Debbie Racca-Sittre  
Executive Director  
Department of Arts & Culture

\_\_\_\_\_  
*Name*  
*Title*

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**Attachment A**

**DESCRIPTION OF ARTWORKS**

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City / State / Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**D.B.A. Name (if applicable):** \_\_\_\_\_

**ARTWORKS** on loan to the **CITY OF SAN ANTONIO** for temporary display at

\_\_\_\_\_ (“**LOCATION**”) located at \_\_\_\_\_

for the \_\_\_\_\_ (“**EXHIBITION**”) from \_\_\_\_\_ to

\_\_\_\_\_.

**Credit Line:** (examples: *Courtesy of the artist. -or- Loan of artwork courtesy of (lender’s name).*)

\_\_\_\_\_

**LIST OF ARTWORKS**

**LOCATION:**

**ARTIST**

**TITLE/DATE:**

**MEDIUM:**

**DIMENSIONS:**

**VALUE**

**LOCATION:**

**ARTIST**

**TITLE/DATE:**

**MEDIUM:**

**DIMENSIONS:**

**VALUE**



**Attachment B**

**ART ACQUISITION/DONATION AGREEMENT**

This Art Acquisition Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **NAME** ("Artist"), and the City of San Antonio, Texas, a Texas Municipal Corporation, acting by and through its Department of Arts & Culture ("City").

**WITNESSETH:**

WHEREAS, Artist is the owner of artwork(s) ("Artwork") described in Exhibit I; and

**WHEREAS, Artist desires to sell or donate the Artwork to City in accordance with the terms hereof; and**

WHEREAS, City acknowledges that the sale of the Artwork will benefit City and desires to purchase the Artwork in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing, which is deemed a part of this Agreement, and in consideration of the mutual promises, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties do agree as follows:

1. Closing. Artist agrees to transfer to the City all of their interest in the Artwork at a closing ("Closing") on a mutually agreed upon date subsequent to the date of this Agreement, but not later than \_\_\_\_\_. The transfer of the Artwork may require a bill of sale or other document of conveyance, should such be reasonably requested by City.

2. City agrees to pay Artist an amount not to exceed \$\_\_\_\_\_ as total compensation. OR City agrees that donated artwork is valued at \$\_\_\_\_\_.

3. No additional fees or expenses of Artist shall be charged by Artist nor be payable by City. Total payments to Artist cannot exceed that amount set forth in Section 2 above, without prior approval and agreement of all Parties, evidenced in writing by an amendment, which shall be subject to the approval of City Council, if required.

4. Condition of Artwork and Indemnity. City acknowledges and agrees that Artist is selling and City is purchasing the Artwork in new condition. Artist warrants that the Artwork is safely constructed and can be installed properly in accordance with all applicable laws, regulations, and City ordinances.

**ARTIST covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death, intellectual property infringement and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to ARTIST'S activities under this**

**Agreement, including any acts or omissions of ARTIST, any agent, officer, director, representative, employee, consultant or subcontractor of ARTIST, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT ARTIST AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. ARTIST shall advise CITY in writing within 24 hours of any claim or demand against CITY or ARTIST known to ARTIST related to or arising out of ARTIST's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at ARTIST's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving ARTIST of any of its obligations under this Section 4.

5. Delivery and Possession. Artist shall deliver possession of the Artwork at Closing at which time title shall pass. At such time, the Artwork shall become part of the City of San Antonio Art Collection. Further, the Parties agree that delivery, placement, and installation of the Artwork shall be at the sole cost and expense of City.

6. Copyrights. City shall have ownership and possession of the Artwork upon final payment by City, including exclusive right to display the Artwork. Artist retains copyrights and intellectual property and/or patents related to the Artwork, including potentially those patents, related to materials used in the fabrication of the Artwork. However, any use of the Artwork by Artist or any third party must be approved, in advance, by City except that Artist is expressly allowed to use reproductions of the Artwork self-promotion, presentation and portfolio use. Artist grants City a license to make any and all reproductions or derivatives in whatever form of the Artwork for educational, public relations, arts promotional, or any other non-commercial purpose and such uses will not result in any additional payments to Artist.

7. Moral Rights. It is the understanding of the Parties that by executing the Artist's Waiver of Moral Rights which is attached and incorporated as Exhibit II, Artist has consented and agreed that upon passage of title in the Artwork to City upon Closing, any removal or relocation of the Artwork, if practical and economically feasible as determined by City, in its sole discretion, will occur in conformity with the City's Public Art Policy. City's decisions regarding removal or relocation of the Artwork are final and may occur at any time. City has the right to remove the Artwork at any time. City's removal of the Artwork may result in the Artwork's distortion, mutilation or modification. In addition, in the event that any element of the Artwork constitutes a public safety hazard, in City's sole discretion, City has the right to remove only the element posing the public safety hazard without prior written notice to Artist.



delivery on a business day. A Party receiving notice that does not comply with the technical requirements for notice under this paragraph may elect to waive any deficiencies and treat the notice as having been properly given.

IN WITNESS WHEREOF, the Parties have executed this Agreement, in duplicate originals, as of the date first above written.

**CITY OF SAN ANTONIO, TEXAS:**  
a Texas Municipal Corporation

\_\_\_\_\_  
Debbie Racca-Sittre  
Executive Director,  
Department of Arts & Culture

**ARTIST:**

\_\_\_\_\_  
*Name*

Approved as to Form:

\_\_\_\_\_  
City Attorney

Attachments: Exhibit I, Description of Artworks  
Exhibit II, Waiver of Moral Rights  
Exhibit III, Technical and Maintenance Instructions

**Exhibit I**

**DESCRIPTION OF ARTWORKS**

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City / State / Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**D.B.A. Name (if applicable):** \_\_\_\_\_

**ARTWORKS** on loan to the **CITY OF SAN ANTONIO** for temporary display at

\_\_\_\_\_ (“**LOCATION**”) located at \_\_\_\_\_

for the \_\_\_\_\_ (“**EXHIBITION**”) from \_\_\_\_\_ to

\_\_\_\_\_.

**Credit Line: (examples: Courtesy of the artist. -or- Loan of artwork courtesy of (*lender’s name*)).**

\_\_\_\_\_

**LIST OF ARTWORKS**

**LOCATION:**

**ARTIST**

**TITLE/DATE:**

**MEDIUM:**

**DIMENSIONS:**

**VALUE**

**LOCATION:**

**ARTIST**

**TITLE/DATE:**

**MEDIUM:**

**DIMENSIONS:**

**VALUE**

**Exhibit II**  
**Waiver of Moral Rights**

**WHEREAS**, Artist created Artwork and sold Artwork to the City of San Antonio; and

**WHEREAS**, the Artwork is intended to be located on City property in City facilities in San Antonio, Texas **NOW THEREFORE:**

**Artist consents and agrees to the placement of the Artwork on City property in City facilities. Artist acknowledges that the incorporation and installation of the Artwork at City facilities may subject the Artwork to destruction, distortion, mutilation, or other modification if and when removed. Removal or relocation of the Artwork, if practical and economically feasible as determined by City in its sole discretion, will occur in conformity with the guidelines and review requirements listed in the City's Public Art San Antonio Policies and Guidelines. Artist agrees that a City decision made under this paragraph regarding if, when and how to remove the Artwork is final.**

Artist hereby expressly consents to both the installation into and removal from City facilities of the Artwork and thereby expressly waives his Moral Rights to the Artwork. It is agreed that if the Artwork, or any portion thereof, is removed from the Location causing it or any part thereof to be destroyed, distorted, mutilated or modified in any way, the Artwork may not thereafter be referred to as "an Artwork by the Artist."

Executed to be effective this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ARTIST

\_\_\_\_\_  
*Name*

**Exhibit III**  
**Technical and Maintenance Instructions**