



## ARTIST AGREEMENT and RELEASE

This Art Exhibit Agreement (“Agreement”) is made and entered into this 18<sup>th</sup> day of March, 2021, by and between the Frisco Community Development Corporation (“CDC”), a 501(c)(3) nonprofit organization, and \_\_\_\_\_ (“Artist”), whether one or more, on the terms and conditions set forth below. CDC and Artist are sometimes referred to collectively as the “parties” or individually as a “party.”

WHEREAS, the Exhibit is anticipated to be held from April 4, 2021 through May 3, 2021 (“Removal Date”), and any additional dates agreed to in writing; and

WHEREAS, the Exhibit will be located at Frisco Discovery Center, 8004 N. Dallas Pkwy., Frisco, Texas 75034; and

WHEREAS, in exchange for the promotion of the arts, Artist agrees to lend, at no cost to CDC or the City of Frisco, Texas (“City”), a home-rule municipality, his/her Artwork (hereinafter defined) for display at the Exhibit as set forth below.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements hereinafter set forth and per the separate contract, Artist and the City agree as follows:

- 1. Artwork and Agency.** Artist agrees to lend, at no cost to City or CDC, his/her Artwork, as more particularly described and/or depicted on Exhibit A, attached hereto and incorporated herein for all purposes, for display by the City and/or CDC at the Exhibit (“Artwork”). Artist shall, at his/her sole cost and expense, be responsible for delivery and removal of the Artwork from the Exhibit, said removal to occur no later than the Removal Date. Artist agrees that the City and CDC are not, under any circumstance, acting as Artist’s agent, dealer and/or exclusive seller. The parties acknowledge and agree that the Exhibit is the sole and exclusive event of the City and/or CDC in its promotion of public art.
- 2. Acceptance of Guidelines.** By execution of Agreement, Artist acknowledges that he/she has been given, has read and agrees to comply with the Frisco Art Gallery Guidelines, including but not limited to those guidelines regarding hanging and installing, sales commission, and storage fees. The Frisco Art Gallery Guidelines are incorporated herein by reference for all purposes.
- 3. Photographic Rights.** Artist hereby grants permission to the City and CDC to photograph and videotape and to authorize others to photograph and videotape the Artwork and Exhibit for any non-commercial use, including but not limited to, installation documentation, publicity, recordkeeping and other non-commercial purposes, such as educational, public relations and promotion of the arts.



4. **Conflicting Events and Exhibit Hours.** The City and/or CDC will coordinate the scheduling of the Exhibit so as not to conflict with any other event, and Artist understands that Frisco Discovery Center is a multi-use facility. Artist further agrees that he/she will cooperate with and respect the rights of other users of the facility. Artist further understands that the Artwork will be on display and open to the public during Frisco Discovery Center's normal business hours and at other such times as determined by the City and/or CDC. Furthermore, no agreement has been made between Artist and the City or CDC for any other open exhibit times/hours unless expressly stated in writing by the City or CDC.
5. **Installation and Curatorship.** Artist shall deliver the Artwork in a form that is ready for immediate display. Two-dimensional (2D) Artwork shall be wired for hanging. Any three-dimensional (3D) Artwork must be suitable for hanging. Artist shall tape the following information on the back of the Artwork: Artist's name, title of piece and medium.
6. **No Security/Waiver of Damages/Liability.** Artist acknowledges and agrees that the City and CDC will not provide any security for the Exhibit, including, without limitation, setup, operation, viewing by the public or removal of the Artwork at the conclusion of the Exhibit, and the City and CDC shall not be liable for any lost, stolen or damaged property, materials, equipment or the Artwork and any other items associated or used in connection with the Exhibit or Artwork. Should Artist fail to remove the Artwork by the Removal Date, City and/or CDC shall have the right to dispose of the Artwork and any other items related thereto in any manner deemed appropriate by City and/or CDC. Artist shall be responsible for any and all costs and expenses associated with the removal of the Artwork and the related materials, equipment and any other items associated or used in connection with the Exhibit as provided in this Paragraph. **ARTIST HEREBY RELEASES THE CITY AND CDC AND THEIR RESPECTIVE COUNCIL AND BOARD MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, ARTIST MAY HAVE WITH REGARD TO LOST, STOLEN OR DAMAGED PROPERTY, MATERIALS, EQUIPMENT OR THE ARTWORK AND ANY OTHER ITEMS ASSOCIATED OR USED IN CONNECTION WITH THE EXHIBIT OR ARTWORK. ARTIST FURTHER RELEASES THE CITY AND CDC AND THEIR RESPECTIVE COUNCIL AND BOARD MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, ARTIST MAY HAVE WITH REGARD TO THE REMOVAL OF THE ARTWORK OR RELATED MATERIALS, EQUIPMENT OR ANY OTHER ITEMS ASSOCIATED AND/OR USED IN CONNECTION WITH THE EXHIBIT AS PROVIDED IN THIS PARAGRAPH.**
7. **Representations and Warranties Regarding Copyright; Compliance with Laws.** Artist hereby warrants and represents that the Artwork is an original creation of Artist and



will not infringe the copyright, trademark or other intangible rights of any third party. Artist shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Artist and the Artwork.

8. **Indemnification.** ARTIST SHALL DEFEND, INDEMNIFY, HOLD HARMLESS, AND RELEASE THE CITY AND CDC AND THEIR RESPECTIVE COUNCIL OR BOARD MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL LAWSUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES INCIDENT TO THE PERFORMANCE OF THIS AGREEMENT OR THE SETUP, OPERATION, VIEWING BY THE PUBLIC OR REMOVAL OF THE ARTWORK AND ARISING OUT OF A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CITY, CDC, ARTIST, OR THEIR RESPECTIVE COUNCIL OR BOARD MEMBERS, OWNERS, OFFICERS, PARTNERS, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS AND/OR EMPLOYEES, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY OR CDC. This Paragraph shall survive the termination of this Agreement.
9. **Entire Agreement.** This Agreement contains all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties which does not concern the subject matter of this Agreement. No amendment to this Agreement shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of this Agreement except as specifically provided for in such amendment.
10. **Liability.** To the fullest extent permitted by law, Artist shall be fully and solely responsible and liable for its own acts and omissions, including those of Artist's officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Artist. City and CDC assume no such responsibility or liability.
11. **Termination.** City and/or CDC is entitled to terminate this Agreement at any time for any reason or for no reason. ARTIST HEREBY RELEASES THE CITY AND CDC AND THEIR RESPECTIVE COUNCIL OR BOARD MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, ARTIST MAY HAVE WITH REGARD TO THE TERMINATION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ACTUAL AND/OR CONSEQUENTIAL DAMAGES.



12. **Authority to Execute.** Artist represents and warrants to City and CDC that Artist has the full power and authority to enter into and fulfill the obligations of this Agreement.
13. **No Waiver of Immunity.** The parties acknowledge and agree that, in executing and performing this Agreement, City and CDC have not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to City or CDC against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
14. **Savings/Severability.** In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
15. **Consideration.** This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
16. **Governing Law; Venue.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
17. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.
18. **No Waiver.** Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
19. **Headings.** The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
20. **Representations.** Artist states that he/she has carefully read this Agreement, knows the contents hereof, has had an opportunity to consult with an attorney of his/her choice regarding the meaning and effect hereof and is signing the same solely of his/her own judgment.



21. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

22. **Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

\_\_\_\_\_  
Agent of Frisco Community  
Development Corporation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Artist

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Guardian (if Artist is a minor)

\_\_\_\_\_  
Date