

**AGREEMENT
BETWEEN THE CITY OF WEST HOLLYWOOD AND [Property owner name]
FOR WINDOWS OF WEHO EXHIBITION**

THIS AGREEMENT (“Agreement”) is effective as of _____, 2021 (“Effective Date”) by and between the City of West Hollywood, a California municipal corporation (“City”) and [Property Owner Name], a [Insert Entity Type] (“Property Owner”). The City and Property Owner are individually referred to herein as a “Party” and collectively as the “Parties.”

I. RECITALS

This Agreement is entered into with reference to the following recitals of fact (“Recitals”) that City and Property Owner believe to be true as of the Effective Date of this Agreement:

- 1.1. The City has created an arts program called the Windows of WeHo Exhibition (“Exhibition”) whereby the City commissions temporary art installations for vacant commercial storefronts throughout the City.
- 1.2. The purpose of the Exhibition is to stimulate commercial areas impacted by the COVID-19 pandemic by displaying art in empty retail windows to increase pedestrian traffic, while also showcasing vacant retail spaces to prospective tenants.
- 1.3. City and Property Owner desire to enter into this Agreement to collaborate on the installation of a piece titled [insert artwork title], a temporary art installation (“Art Work”), by artist [insert artist name], (“Artist”), at Property Owner’s building located at [Insert property address] (“Site”). A depiction of the Art Work is attached as Exhibit A.
- 1.4. As a condition of Artist’s participation in the Exhibition, Artist and City entered into that certain City of West Hollywood Agreement for Services for Artist to complete the Art Work in exchange for a stipend from City (“City-Artist Agreement”).
- 1.5. As a condition of Property Owner and Artist’s participation in the Exhibition, Property Owner and Artist entered into that certain Agreement Between [Insert Name of Property Owner] and [Insert Name of Artist] for Artist to install the Art Work at the Site according to terms specified in the agreement (“Owner-Artist Agreement”). The “City-Artist Agreement” and “Owner-Artist Agreement” together are referred to as the “Artist Agreements”.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, City and Property Owner agree as follows:

II. CITY’S RESPONSIBILITIES

City shall do the following:

- 2.1. Provide the Artist a stipend in the amount of \$1,000 to design, fabricate, install and de-install the Art Work at the Site.
- 2.2. Negotiate and agree upon a schedule with both Property Owner and Artist for installation and de-installation of the Art Work at the Site (“Schedule”). The City

may revise the Schedule upon mutual written agreement with the Artist and Property Owner, as needed.

- 2.3 Enter into the City-Artist Agreement with the Artist on or before the Effective Date of this Agreement. A copy of the executed Owner-Artist Agreement shall be provided to City.

III. PROPERTY OWNER RESPONSIBILITIES

Property Owner, or Property Owner's authorized agent, shall do the following:

- 3.1. Starting from when the installation of the Art Work begins to when de-installation is completed ("Project Period"):
 - (a) Provide the Artist with a vacant storefront at the Site that is clean and, has a secure door(s) with a lock;
 - (b) Provide electricity and electrical outlets for use by the Artist and their designated installation crew;
 - (c) Provide, if available, a secure space at the Site to store materials required for the installation, maintenance, and/or de-installation of the Art Work;
 - (d) Subject to times agreed upon in writing between Artist and Property Owner, provide the Artist, and the Artist's authorized installation crew, access to enter the Site as necessary to install, maintain, and de-install the Art Work.
- 3.2. Provide evidence to the City of commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence naming City, its appointed and elected officials, officer, employees, and agents as additional insureds on a primary and non-contributory basis.
- 3.3. Provide evidence to the City of commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence naming Artist, and Artist's employees and authorized agents assisting the Artist with the Art Work, as additional insureds on a primary and non-contributory basis.
- 3.4. The Property Owner will not affix "For Lease" signage on the Site in a manner that obstructs the public's view of the Art Work. This section does not prevent the Property Owner and Artist from agreeing to place "For Lease" signage in front of the Art Work so long as coverage is minimal and does not clash with the Art Work.
- 3.5. Allow City to affix signage in the window describing the Artist, Art Work, and City website link. Property Owner may opt to include its contact information and/or leasing agent contact information.
- 3.6. Enter into the Owner-Artist Agreement with the Artist on or before the Effective Date of this Agreement.

IV. REPRESENTATIONS

- 4.1 Property Owner acknowledges that Artist is City's independent contractor, that there is no employee-employer relationship between City and Artist, and that the City shall not be liable for any claims whatsoever arising from or relating to the Artist's participation in the Exhibition or Artist's performance of the Owner-Artist Agreement. This section shall survive termination of this Agreement.

V. TERM AND TERMINATION

- 5.1. The term of this Agreement shall commence upon the Effective Date and shall terminate upon the conclusion of the Project Period, unless earlier terminated ("Term").

- 5.2. Early Termination.

(a) Property Owner agrees to make its best and good faith efforts to display the Art Work for a minimum of three (3) calendar months. In the event the space is leased, the Property Owner agrees to keep the Art Work in the storefront window until the end of the three-month period. This section does not prevent the Property Owner from having the Art Work removed before the end of the three-month period pursuant to its rights under the Owner-Artist Agreement.

(b) If one of the Party's Artist Agreements, defined in Section 1.5, terminates before the conclusion of the Project Period, this Agreement will be deemed terminated. The Party whose Artist Agreement terminated must give prompt notice of its termination to the other Party. Termination of this Agreement will be effective upon receipt of said notice.

VI. INDEMNIFICATION

Property Owner shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with the Property Owner's participation in the Exhibition, or its failure to comply with any of its obligations contained in this Agreement, except for loss or damage caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Property Owner's legal counsel unacceptable, then Property Owner shall reimburse the City its costs of defense, including without limitation reasonable attorneys' fees, and all other costs and fees of litigation. The Property Owner shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

VII. MISCELLANEOUS

- 7.1. The Recitals set forth in Section I are hereby incorporated into the Agreement.
- 7.2. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement, including an amendment

consistent herewith to this Agreement or further agreement(s) which includes customary insurance requirements.

- 7.3. Any notice, request, direction, demand, consent, waiver, approval, or other communication required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or overnight courier, or electronic transmission as defined below.

Notices or other communication shall be addressed as follows:

To City: Rebecca Ehemann
Arts Manager (Acting)
City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069
Email: rehemann@weho.org

To Property Owner: **Property Owner Name**
Title
Address:
Email:

Any Party may change its information for notice purposes at any time by providing written notice to the other Party.

- 7.4. The laws of the State of California shall govern the interpretation and enforcement of this Agreement. Venue shall be in Los Angeles, California.
- 7.5. All modifications of, or amendments to, this Agreement shall be in writing and signed by the Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Property Owner and the City by and through the signatures of their authorized representative(s) set forth below, effective as of the date first written above.

PROPERTY OWNER:

Name, title

CITY OF WEST HOLLYWOOD:

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

EXHIBIT A

Insert/Attach Art Work Depiction here