

Arts Alive - ART DISPLAY AGREEMENT

This agreement dated for reference this day of yyyy/mm/dd _____.

BETWEEN:

The Corporation of the District of Oak Bay, 2167 Oak Bay Avenue, Victoria, B.C., V8R 1G2

(hereinafter the "Municipality")

OF THE FIRST PART

AND : (please print name and address)

(hereinafter the "Artist")

OF THE SECOND PART

WHEREAS the Artist has requested permission from the Municipality to display original artwork for public viewing on public property owned by the Municipality which request the Municipality has agreed to grant, subject to the terms and conditions herein set forth;

NOW THEREFORE in pursuance of such agreement, the parties do hereby covenant and agree each with the other of them as follows:

1. The Municipality hereby grants the Artist permission to display artwork In Oak Bay, B.C. commencing on the 13 day of May, 2024 and ending on the 30 day of June, 2025.
2. The Artist agrees that all artwork to be displayed pursuant to this agreement shall be original work which the Artist has himself or herself created.
3. Delivery: The artist agrees to deliver the artwork to the Oak Bay Public Works Department by the 13 day of May, 2024. The artist agrees to notify the Arts and Culture Programmer by May 1, 2024, of the delivery date and method (e.g. personal delivery or courier/shipping service). The Oak Bay Parks, Recreation and Culture department and the District of Oak Bay will under no circumstances be engaged to pick-up or drop-off artwork to or from any location, other than the Oak Bay Public Works Yard. If requested by the Manager of Parks, the artist may be asked to deliver the artwork directly to the installation site.
Artists must cover the cost of travel/delivery/shipping/retrieval.
4. Installation: The Artist agrees that all artwork will be installed by and under the stipulations set out by the Municipal Parks and Recreation and Public Works Departments in order to meet safety standards.

5. Display and Removal: The artist agrees to make their artwork available for display until June 1, 2025 and remove the artwork from its display location or the Oak Bay Public Works Yard by June 28, 2025. The artist agrees to arrange for all packaging, handling and shipping of their artwork and will notify the Arts and Culture Programmer of the date and time of pick up for return delivery. In the event the artwork is not retrieved by the Artist within four (4) weeks of the expiry date, the Municipality may dispose of it in the same manner as that provided in the *Municipal Act* for property that has come into custody and possession of the police force on behalf of the Municipality.

6. The Artist agrees that all artwork by the Artist, or his or her agents, displayed on the premises owned by the Municipality, shall be the sole responsibility of the Artist and that the Municipality shall not be liable for any damage to or theft or loss of the said artwork or be under any obligation to provide security for the artwork while it is on display or in the possession of the Municipality.

7. The artist agrees to make their piece available for the municipality to purchase for fair market value (to a maximum of \$18,000), should their piece be awarded the People's Choice Award. If funding approvals are successful for the People's Choice Award, this purchase will likely occur in 2025 or 2026 (pending Municipal budget). Artists may sell or lease their works at the end of the show (with the exception of the work awarded as the People's Choice). Artwork valued over \$18,000 will be considered for exhibition and sale only. A commission of 10% of the sale of any sculpture in the Arts Alive exhibition will go to Arts Alive to be used for the development of the program.

8. It is agreed that the Municipality may, for any reason, terminate this Agreement by giving twenty-four (24) hours notice to the Artist. Upon receipt of such notice, the Municipality shall uninstall the artwork and return it to the Oak Bay Parks and Public Works Yard. In the event the artwork is not removed from the Parks and Public Works Yard within four (4) weeks, the Municipality may dispose of it in the same manner as that provided in the *Municipal Act* for property that has come into custody and possession of the police force on behalf of the Municipality.

IN WITNESS HEREOF the Municipality and the Artist have executed this Agreement as of the day, month and year first above written.

FOR THE MUNICIPALITY

Sandra Pearson, Manager Recreation and Cultural Services

BY THE ARTIST

Artist Signature

Artist Name (please print)