

AGREEMENT
BETWEEN [Artist Name] AND [Property owner name]
FOR WINDOWS OF WEHO EXHIBITION

THIS AGREEMENT ("Agreement") is effective as of _____, 2021 ("Effective Date") by and between [Artist Name] a [Insert Entity Type] ("Artist") and [Property Owner Name], a [Insert Entity Type] ("Property Owner"). The Artist 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 Artist and Property Owner believe to be true as of the Effective Date of this Agreement:

- 1.1. The City of West Hollywood ("City"), a California municipal corporation, has created an arts program called the Windows of WeHo Exhibition ("Exhibition") whereby the City commissions temporary art installations in 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. Artist 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 at the 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 participation in the Exhibition, Property Owner and City entered into that certain Agreement Between the City of West Hollywood and [Insert Property Owner Name] For Windows of WeHo Exhibition governing City's and Property Owner's rights and obligations relating to the display of the Art Work at the Site ("City-Owner Agreement"). The "City-Artist Agreement" and "City-Owner Agreement" together are referred to as the "City Agreements".

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

II. ARTIST'S RESPONSIBILITIES

Artist shall do the following:

- 2.1. Fabricate the Art Work, deliver the Art Work to the Site for installation, and install and de-install all components of the Art Work according to the schedule attached as Exhibit B ("Schedule").

- 2.2 Maintain the Art Work at the Site for the duration of the Exhibition Period. The “Exhibition Period” is defined as the three-month period set forth in the Schedule during which the Art Work will be displayed in the storefront window of the Site.
- 2.3 De-install and remove all components of the Art Work at the conclusion of the Exhibition Period. No later than the date of de-installation set forth in the Schedule, CONTRACTOR shall return the Site to the same condition in which it was received.
- 2.4 Negotiate and agree upon the Schedule with both Property Owner and City. The City may revise the Schedule upon mutual written agreement with the Artist and Property Owner, as needed.
- 2.5 Bear the cost for all materials for the Art Work, delivery, installation, de-installation, tools, equipment, and any lights that are in addition to any existing lighting on the Site. Artist is not responsible for the costs of electricity to power the lights used to illuminate the Art Work.
- 2.6 Provide sufficient illumination for the Art Work so as to be visible in the daytime and at night.
- 2.7 Upon Property Owner’s request, accommodate any and all leasing information provided by the Property Owner, by allowing a portion of the window in which the Art Work is displayed to also display leasing information signage. The manner in which the leasing information is displayed will be subject to Section 3.3, below.
- 2.8 Enter into the City-Artist Agreement with the City on or before the Effective Date of this Agreement.

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 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.
- 3.3 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.

- 3.4 Enter into the City-Owner Agreement with the City on or before the Effective Date of this Agreement.

IV. LIABILITY WAIVER.

- 4.1 Artist shall hold harmless Property Owner, its officers, employees, volunteers, and authorized agents 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 Artist's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, excepting such loss or damage which is caused by the willful misconduct of the Property Owner. For the avoidance of doubt, Artist agrees that Property Owner shall not be liable to Artist for theft of tools, supplies, equipment, or damage to the Project.
- 4.2 Property Owner shall hold harmless Artist, its employees, volunteers, and authorized agents 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 Artist's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, excepting such loss or damage which is caused by the willful misconduct of the Artist.
- 4.3 It is expressly understood and agreed by the Parties 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.

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. 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.
- 5.3 Early Termination.
 - (a) Property Owner may require Artist to remove the Art Work before the end of the three-month period if it obstructs any construction by a new tenant or interferes with tenant occupancy. If the Art Work must be removed before the end of the three-month period for such reason, the Property Owner agrees to provide Artist at least 10-days' notice to vacate and de-install the Art Work, stating the reason for early vacation. This Agreement will be deemed terminated pursuant to this section upon Artist's restoration of exhibition window space to its condition that existed before installation.

(b) If one of the Party's City Agreements, defined in Section 1.5, terminates before the conclusion of the Project Period, this Agreement will be deemed terminated. The Party whose City 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. MISCELLANEOUS

- 6.1. The Recitals in Section I are hereby incorporated into the Agreement.
- 6.2. 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 may include customary insurance.
- 6.3. 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 Artist:	Artist Name Title Address: Email:
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.

- 6.4. The laws of the State of California shall govern the interpretation and enforcement of this Agreement. Venue shall be in Los Angeles, California.
- 6.5. 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 Artist by and through the signatures of their authorized representative(s) set forth below, effective as of the date first written above.

ARTIST:

Name, title

PROPERTY OWNER:

Name, title

EXHIBIT A

Insert/Attach Art Work Depiction here

EXHIBIT B

SCHEDULE

Action Item	Date/Date Range
Installation of Art Work at Site begins	Month, date, year
Exhibition Period	Month, date, year – Month, date, year (TBD)
De-installation of Art Work at Site completed	7 day(s) after exhibition period ends