

AGREEMENT MADE THIS ____ DAY OF _____

Agreement between the Town of Trumbull (Hereinafter "Town") and _____ (Hereinafter "Owner") (Collectively referred to herein as "Parties") for the display of the works of art as set forth in Schedule A attached hereto (Hereinafter referred to as "Art Work") within a public building owned by the Town.

WHEREAS, Owner wishes to display the Art Work in the public building owned by the Town identified below and the Town is agreeable to allowing the Art Work to be displayed in said public building located at _____. (Hereinafter "Premises").

WHEREAS, the Parties desire to set forth and define the respective rights, obligations and duties concerning the display of the Art Work.

NOWTHEREFORE, for good and valuable consideration receipt of which is hereby acknowledged, the Parties agree as follows:

1. The Art Work shall be displayed from _____ to _____. The cost of the installation and removal of the Art Work shall be at the sole and absolute cost of Owner. Said installation and removal must be done at a time convenient to and acceptable to the Town. Town shall provide Owner with access to the Premises at least ____ days prior to the opening of the display to install said Art Work.

2. Owner shall be responsible to restore the Premises to the same condition that existed before it installed the Art Work.

3. The Owner shall insure the Art Work for liability, theft, vandalism, fire and casualty in an amount no less than Four Hundred Thousand 00/100 (\$400,000.00) DOLLARS and shall provide the Town with a Certificate of Insurance (Hereinafter "Certificate") naming the Town as an additional insured for the Art Work. The amount of insurance shall be determined by the Town's Art Director in his/her sole and absolute discretion. Said Certificate shall be in full force and effect from the date of installation of said Art Work and until one day after the removal of said Art Work. Said Certificate shall be delivered to the Town prior to the installation of the Art Work.

4. Notwithstanding the provisions in paragraph 3 herein, if the Art Work, in the opinion of the Town's Art Director, is of a value less than Five Hundred 00/100 (\$500.00) DOLLARS, then the Town's Art Director shall initial herein and the requirements of paragraph 3 herein shall be waived. (Initial _____)

5. Representations and Warranties. Owner hereby represents and warrants as follows:

- a. Owner is authorized and empowered to enter into this Agreement, and that the terms and provisions of this Agreement are binding upon it and do not conflict with any other Agreements regulation, law or order to which it is a party or by which it is bound.

- b. Owner is the sole proprietor, owner, holder and/or possessor of the Art Work which shall include but not necessarily be limited to any and all intellectual property rights associated in any respect with said Art Work;
- c. Owner shall not displaying the Art Work for Commercial Purposes;
- d. Owner shall install and remove all Art Work upon the date as set forth herein at its sole cost and expenses and at a time of such date acceptable to the Town. Owner shall install and remove said Art Work through reasonable acceptable means and methods.
- e. Owner is on notice of a claim asserted by the Missionaries of Charity and the Mother Teresa Center dated February 19, 2015 alleging that it is the holder of the intellectual property rights to the image of Mother Teresa and that they do not authorize the display of her image as done in the Art Work done by the Owner entitled _____ (Hereinafter "Claim"). Owner agrees that it has been put on notice of the Claim by the Town and all hold harmless provisions and provisions of indemnification and defense contained in this Agreement shall be applicable and in full force and effect as applied to the Claim.
- f. Owner further warrants to the truth and accuracy of all representations in this Agreement.

6. Representations and Warranties. Notwithstanding anything to the contrary herein, the Town represents that the Town shall make all reasonable efforts and cooperate with Owner to allow for the proper access to the Premises so that Owner may install and remove the Art Work within the timeframes set forth above.

7. Indemnity and Hold Harmless.

(a) Owner shall and hereby does indemnify, save and hold harmless Town, including but not limited to, its elected officials and officers, employees, representatives and agents (collectively, the "Municipal Indemnified Parties") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' and consultants' fees, arising out of or in any way relating to (i) the installation, display and/or removal of the Art Work (ii) the breach of any obligation of Owner contained in this Agreement, including but not necessarily limited to the representations made within paragraph 3 herein, or (iii) any misrepresentation or breach contained in the Agreement.

(b) Owner shall also defend any Municipal Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or loss or damage to property arising out of or in any way relating to (i) the installation, display and/or removal of the Art Work (ii) the breach of any obligation of Owner contained in this Agreement, including but not necessarily limited to the representations made within paragraph 3 herein or (iii) any misrepresentation or breach contained in the Agreement.

(c) Town shall promptly notify Owner of the assertion of any claim against it for which it may be entitled to be indemnified hereunder, shall give Owner the opportunity to defend such claim with legal counsel reasonably acceptable to the Town, and Owner shall not settle such claim without the approval of the Town, which approval shall not be unreasonably withheld. In addition to such legal counsel retained by Owner, a Municipal Indemnified Party shall have the right to employ separate counsel in response to the assertion of any claim against it for which it

may be entitled to indemnification hereunder, but the fees and expenses of such counsel shall be paid by the Town.

(i) Town has put Owner on notice of the Claim as previously defined herein. Owner agrees that it has been put on notice of the Claim and all hold harmless provisions and provisions of indemnification and defense contained in this Agreement shall be applicable and in full force and effect as applied to the Claim.

(d) The foregoing indemnification provisions are for the protection of the Municipal Indemnified Parties only and shall not establish, of themselves, any liability to third parties. The provisions of this Section shall survive the expiration or earlier termination of the Contract Documents.

8. Waiver. The Owner waives any and all debts, obligations, reckonings, promises, covenants, agreements, contracts, endorsements, bonds, specialties, controversies, suits, actions, cause of actions, trespasses, variances, judgments, extents, executions, damages, claims or demands, in law or in equity, which Owner ever had, now has or hereafter can, shall, or may have against the Town for the Owner's display of the Art Work upon the Premises.

9. Termination. This Agreement shall terminate upon the occurrence of any of the following events: (i) upon mutual written consent of both the Owner and the Town and/or (ii) upon the Town's unilateral determination that the Owner failed to properly perform under the terms of the Agreement, which such failure shall be determined at the sole and absolute discretion of the Town. Termination of the Contract Documents or termination of services shall not affect the provisions under Sections 2, 3 and 4, which shall survive any termination.

10. Choice of Law. This Agreement shall be interpreted pursuant to laws of the State of Connecticut.

11. Entire Contract Documents. This Agreement represents the entire Agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral, between the Parties. This Agreement shall be amended only by written instrument signed by all Parties hereto with the formality necessary as prescribed by the Town. If any provision of the Agreement is held to be invalid under applicable law, the remaining provisions shall remain in full force and effect. The Agreement shall be binding upon the Owner and its respective heirs, administrators, successors and/or assigns.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

Dated this ____ day of _____, 20____

Town of Trumbull

By:
Its:

By:
Its:

SCHEDULE A – LIST OF ART WORK