

## **AGREEMENT FOR DISPLAY OF ART WORK**

**THIS AGREEMENT FOR DISPLAY OF ARTWORK** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ on behalf of \_\_\_\_\_ (a minor) hereinafter referred to as "Artist", whose address is \_\_\_\_\_ Palm Bay, Florida \_\_\_\_\_, and the City of Palm Bay, Florida, hereinafter referred to as "City", a municipal corporation of the State of Florida, whose address is 120 S. Malabar Road SE, Palm Bay, Florida 32907.

### ***WITNESSETH:***

**WHEREAS**, both the Artist and the City believe art is a tremendous asset to the City and the Palm Bay community and has created a contest for the display of winning artwork on a City publication; and

**WHEREAS**, the Artist has created a work of art to provide for utilization on a City publication a result of this contest and which is more specifically described or depicted on Exhibit "A" which is attached hereto and incorporated herein by this reference to the document; and

**WHEREAS**, the Artist has agreed to all terms and conditions of the artwork contest; and

**WHEREAS**, the City agrees to publish the art work under the terms and conditions as herein set forth:

**NOW THEREFORE**, the Parties agree as follows:

**Section 1.** The Artist hereby provides for utilization on a City publication the artwork as described in Exhibit "A", to the City, and the City hereby agrees to publish the artwork under the terms, qualifications and conditions as set forth in this Agreement and the call for submissions.

**Section 2.** The Artist certifies that the art work is a unique work of art created by the Artist, and is not subject to third party claims of royalties, or copyright or trademark infringement. The Artist does not give, convey, grant, transfer and relinquish any legal claim of right to title, royalties, copyright, or trademark of the artwork other than the right to publish by the City of Palm Bay and waives any rights to royalties by the City of Palm Bay or subsequent publications therefrom. City agrees not to sell the artwork for profit.

**Section 3.** The Artist agrees that the City may use a depiction of the art work as it deems fit for City purposes, including but not limited to: advertising and publications and make modifications such as cropping as deemed necessary on a royalty free basis.

**Section 4.** The City agrees and does hereby accept the foregoing artwork under the terms contained herein.

**Section 5.** This Agreement, when executed, shall be fully binding upon and inure to the benefit of the respective parties, their heirs, successors and assigns. If a minor, permission of the guardian or parents shall be executed below along with the minor artist.

**Section 6.** This Agreement shall be governed by and construed pursuant to the laws of the State of Florida and the parties agree that venue with respect to any dispute or litigation shall be in Brevard County, Florida.

**Section 7.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein and the same shall be enforceable to the fullest extent permitted by law.

**Section 8.** This Agreement may be executed in several counterparts, including exhibits, and all documents so executed shall constitute one agreement which shall be binding on all parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

**Section 9.** This Agreement contains the entire understanding among the parties. All prior negotiations have been merged into this Agreement and there are no understandings, representations, or agreements, oral or written, express or implied, other than those set forth herein. This Agreement shall not be modified or amended except by an agreement in writing signed by the parties and being of equal dignity herewith.

**Section 10.** No consent or waiver, express or implied, by either party, to or of any breach or default by the other in the performance by the other of its obligations hereunder, shall be deemed or construed to be a consent or waiver to, or of, any other breach or default in the performance by such other party hereunder. Failure on the part of either party to complain of any act or failure to act of any other party, or to declare any other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

**Section 11.** This Agreement will become effective as of the date of the last signature of the parties and the signatories below represent that they have authority to take the actions set forth herein.

**Section 12.** Notice shall be made to the following address, unless otherwise provided for in writing:

**City:**  
Suzanne Sherman  
City Manager, City of Palm Bay  
120 S. Malabar Rd, SE  
Palm Bay, Florida 32907

**Artist:**

\_\_\_\_\_  
\_\_\_\_\_

**Section 13.** The Artist hereby indemnifies the City for the Artist's actions related to the artwork and will defend same in the event of any copyright or intellectual property issue which may arise as to the artwork if challenged in a court of law.

**Section 14.** The terms and conditions of the Artwork submission and contest guidelines as issued by the City of Palm Bay are hereby agreed to and incorporated herein.

**Section 15.** Any litigation arising hereunder shall be in the appropriate courts of Brevard County, Florida, with the waiver of any right to trial by jury, the law to be applied shall be that of the State of Florida, and all parties shall bear their own fees. City does not waive its right to statutory immunity pursuant to Florida Statute §768.28.

**In Witness Whereof,** the Artist has hereunto his or her hand and seal, the day and year first written.

**[PARENT/GUARDIAN OF] ARTIST:**

\_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF BREVARD )**

**COUNTY OF FLORIDA )**

**I Hereby Certify** that, on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, \_\_\_\_\_ on behalf of \_\_\_\_\_, a minor, appeared \_\_\_\_ in person or \_\_\_\_ via electronic means, said person being personally known to me or produced \_\_\_\_\_ as identification.

**Witness** my hand and official seal in the County and State aforesaid this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_

**CITY OF PALM BAY**

ATTEST:

\_\_\_\_\_  
Terese Jones, City Clerk

By: \_\_\_\_\_  
Suzanne Sherman, City Manager  
Dated: \_\_\_\_\_

**EXHIBIT "A"**

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[PLEASE FILL OUT AS APPLICABLE]

Title of art work: \_\_\_\_\_

Artist: \_\_\_\_\_

Depiction attached dated: \_\_\_\_\_