



## ARTS & REC ARTISTS AGREEMENT

THIS AGREEMENT, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Lakeland (“City”), a Florida municipal corporation, whose address is 228 S. Massachusetts Avenue, Lakeland, Florida 33801 and \_\_\_\_\_ (“Lender”), whose address is \_\_\_\_\_.

WHEREAS, the City is seeking to display artwork from various artists at various City Recreation Facilities; and

WHEREAS, Lender has agreed to lend the City its artwork for the sole purpose of displaying such artwork at City Recreation Facilities; and

WHEREAS, the parties wish to enter into this Agreement in order to memorialize their respective obligations with regard to display of the artwork at City Recreation Facilities and during the time period specifically provided herein.

NOW, THEREFORE, in consideration the mutual covenants expressed herein, the parties do hereby agree, as follows:

1. Recitals. The recitals set forth herein are hereby incorporated as if fully set forth herein.
2. Term of Agreement. The term of this Agreement shall be effective from \_\_\_\_\_ through \_\_\_\_\_, unless otherwise terminated as provided herein.
3. Lender’s Responsibilities.

- a. Lender's artwork shall be displayed by the City for the sole purpose of displaying said artwork at City Recreation Facilities in accordance with the dates set forth in Section 2 of this Agreement.
- b. Lender's artwork shall be displayed at the following City Recreation Facility during the term of the Agreement while on loan to the City: Kelly Recreation Complex and the Lake Crago Outdoor Recreation Complex.
- c. Lender agrees that it shall lend its artwork to the City as set forth herein and such artwork shall be lent free of charge to the City. Lender acknowledges that its owners, employees, agents, affiliates and/or representatives shall not receive any payment or benefit from the City of any kind except as otherwise specified herein, which includes providing the name of the Lender of the artwork and information about the artwork and how it can be purchased.
- d. Lender's artwork shall comply with the requirements set forth in the Prospectus which is attached hereto as **Exhibit "A"** and incorporated herein by reference.
- e. Lender shall be required to install and remove its artwork upon termination of this Agreement.
- f. Lender shall execute a Hold Harmless/Indemnification Agreement attached hereto as **Exhibit "B"** and incorporated herein by reference upon execution of this Agreement.

4. City's Responsibilities.

In consideration of Lender providing its artwork for display at City Recreation Facilities, the City agrees to maintain insurance throughout the Exhibition period of the Artwork (name)\_\_\_\_\_ (value) \$\_\_\_\_\_.

5. Public Records. Lender shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Lender in performance of any services pursuant to this Agreement.
6. Right of Publicity. Lender agrees that that the City may take photographs or video any artwork on display at City Recreation Facilities. As such, Lender hereby grants the City permission to use the display of artwork, including the likeness and photograph thereof, and/or video of the artwork in any and all of its publications, including website entries, promotional brochures/fliers, as well publication in the newspaper, without prior notice, payment or other consideration to the Lender for the sole purpose of promoting the display of artwork at City Recreational Facilities.
7. Jurisdiction, Venue & Governing Law. The Parties irrevocably consent to jurisdiction and venue of the Courts of Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division in connection with any action or proceeding arising out of or relating to this Agreement. This Agreement shall be governed by the laws of the State of Florida.
8. Notices. Any notice or communication pursuant to this Agreement shall be in writing and made to the following:

**For the City:** City of Lakeland Parks & Recreation Department  
Attn: Pam Page, Deputy Director, Parks & Recreation  
228 S. Massachusetts Ave., Lakeland, Florida 33801

**For the Lender:** \_\_\_\_\_

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

9. Termination or Cancellation. This Agreement may be terminated without cause by either Party with at least thirty (30) days written notice to either party. Upon termination of this Agreement, City shall return Lender's artwork within ten (10) days of receipt of such written request at Lender's sole cost and expense.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**CITY OF LAKELAND, FLORIDA**  
a municipal corporation

BY: \_\_\_\_\_  
Robert Donahay, Director Parks & Recreation

ATTEST:

By: \_\_\_\_\_  
Kelly S. Koos, City Clerk

APPROVED AS TO FORM  
AND CORRECTNESS

BY: \_\_\_\_\_  
Palmer C. Davis, City Attorney

**LENDER**

By: \_\_\_\_\_

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

WITNESS:

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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