

Artwork Display Agreement

THIS ARTWORK DISPLAY AGREEMENT (“Agreement”) is entered into between the City of Bainbridge Island, a Washington State municipal corporation (“City”), and [Name of Artist] (“Artist”).

WHEREAS, the City Council has approved the 2019 Something New Public Art Program to temporarily display artwork from various artists on a one-year, rotating schedule on permanent plinths installed on City property or within the City’s right-of-way; and

WHEREAS, the City and the Artist wish to enter into this Agreement for the display and installation of artwork as part of the 2019 Something New Public Art Program.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Artist as follows:

1. SERVICES BY ARTIST

The Artist shall perform the services described in this Agreement and as necessary to accomplish the scope of work attached hereto as **Attachment A**. The Artist shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. Completion of the scope of work will result in the fabrication, installation, display, maintenance, and removal of the artwork named or identified as [Name or Identification of artwork] (“Artwork”) as described in the Artist’s Proposal attached hereto as **Attachment B**.

2. TERM OF AGREEMENT

This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until the Artwork is removed from the display area located on the City’s property or in the City’s right-of-way (“Display Area”) pursuant to the terms of this Agreement, unless sooner terminated by either party as provided in this Agreement. A detailed description of the Display Area is attached hereto as **Attachment C**.

3. COMPENSATION AND FUNDING

A. The City shall pay the Artist a total amount of One Thousand Dollars (\$1,000) in exchange for the Artist’s performance of all their obligations under this Agreement.

B. The Artist shall be paid for work and services satisfactorily rendered under this Agreement in accordance with the terms and conditions of the payment schedule attached hereto as **Attachment D**.

4. SITE SELECTION

The City will determine the Display Area for the Artwork. In making this determination, the City will take into consideration which location was proposed by the Artist in the Artist's Proposal.

5. INSTALLATION OF THE ARTWORK

A. The City shall be responsible for installing the Artwork onto the City's pedestal located in the Display Area selected by the City. Before installation begins, the City will consult with the Artist regarding how the Artwork should be positioned on the City's pedestal.

B. The Artist recognizes that the installation process may require minor modifications to the Artwork and waives any claim for damage as a result of such necessary modifications.

C. The City and the Artist shall mutually agree to a date and time on which installation of the Artwork will occur. The Artist shall be solely responsible for all costs and responsibilities for transporting the Artwork to the Display Area on the mutually agreed upon date and time for installation, including the loading and unloading of the Artwork. The Artist waives any claim for damage against the City as a result of the transportation of the Artwork for installation, including loading and unloading.

D. The City will obtain any and all permits, licenses, or approvals from the State or the City, as required by law and applicable to this project.

E. Prior to installation, the City Engineer shall evaluate the Artist's concept designs to ensure structural stability and to ensure that the Artwork will not protrude into any pedestrian circulation paths or vehicular travel lanes.

6. MAINTENANCE, ALTERATIONS, AND MODIFICATIONS OF THE ARTWORK

A. After installation, the City shall reasonably ensure that the Artwork is properly maintained until the Artwork is removed pursuant to this Agreement.

B. With respect to ordinary maintenance of the Artwork, the City will take into account the recommendations of the Artist as stated in the maintenance criteria and instructions provided by the Artist, attached hereto as **Attachment E**. The Artist waives any claim for damage to the Artwork occurring during ordinary maintenance to the extent that the City reasonably followed the Artist's maintenance criteria and instructions.

C. With respect to maintenance of the Artwork other than ordinary maintenance, the City will make reasonable efforts to consult with the Artist on all repairs or restorations, other than ordinary maintenance, prior to carrying out such repairs or restorations. To the extent practical, the Artist shall be given the opportunity to accomplish such repairs or restorations, and any agreement between the parties to make such repairs or restorations shall be reflected in a written amendment to this Agreement. If the City and the Artist cannot reach an agreement regarding repairs or restorations within thirty (30) days of the Artist being given notice of the need for repairs or restorations, the City may accomplish such repairs or restorations as it deems necessary, and in such event and upon receipt of a written request from the Artist, the City agrees to no longer represent the Artwork as that of the Artist. The City reserves the right to immediately remove Artwork or a portion of the Artwork at any time the City determines not doing so could result in a public safety issue.

D. The Artist may submit a written request to materially alter or modify the design of the Artwork prior to its acceptance by the City and its installation under this Agreement. Approval for such material change shall be reflected in a written amendment to this Agreement.

7. REMOVAL

A. The City shall be responsible for the deinstallation of the Artwork from the City's pedestal located in the Display Area selected by the City.

B. The City and the Artist shall mutually agree to a date and time on which removal of the Artwork will occur, but the Artwork must be removed no later than twelve (12) months after its installation. The Artist shall be solely responsible for all costs and responsibilities for transporting the Artwork from the Display Area on the mutually agreed upon date and time for removal, including loading and unloading the Artwork. The Artist waives any claim for damage against the City as a result of the transportation of the Artwork after its removal, including loading and unloading.

C. If the Artist does not take possession of the Artwork after deinstallation of the Artwork from the City's pedestal, then upon thirty (30) days written notice to the Artist, the Artwork shall become the sole property of the City. By forfeiting the Artwork, the Artist acknowledges and agrees that they relinquish and waive any and all rights to the Artwork.

D. The City may remove the Artwork from the Display Area at any time if the Artwork: threatens public health, safety, or welfare; poses a danger to public or private property; or threatens environmental harm. The Artist waives any claim for damage against the City as a result of such removal and transportation of the Artwork away from the Display Area, including loading and unloading.

8. TERMINATION OF AGREEMENT

A. Either the City or the Artist may terminate this Agreement in the event the other fails to perform its obligations as described in this Agreement, and such failure has not been corrected to the reasonable satisfaction of the other within thirty (30) days after written notice of breach has been provided to the other party.

B. A party terminating this Agreement pursuant to this section shall give written notice of termination to the other party not less than ten (10) working days prior to the effective date of termination.

C. In the event this Agreement is terminated by the City due to the Artist's failure to perform its obligations as described in this Agreement, the Artist shall immediately refund to the City the full amount paid to the Artist, less the reasonable value of any property that is transferred to the City on termination.

D. In the event this Agreement is terminated by reason of the City's failure to perform its obligations as described in this Agreement, the Artist shall be paid in accordance with **Attachment D**.

E. In the event this Agreement is terminated for reasons beyond the control of the Parties, the Artist shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination.

F. If at any time the Artwork is deemed by the City as unsuitable for outdoor exhibition due to workmanship, its materials, or overall condition of the Artwork, the City may return the Artwork to the Artist and terminate this Agreement.

9. COPYRIGHT, RETAIL SALES, AND REPRODUCTIONS

A. The Artist shall retain the copyright and all other similar rights in and to the Artwork, except as provided in this section.

B. The City is granted an irrevocable, perpetual, worldwide, fully-paid license to, without further approval from the Artist, make, reproduce, distribute, and publicly display the image and name of the Artwork in any medium for municipal purposes (e.g., education, public information, tourism promotion, etc.) without payment of a royalty to the Artist or their heirs, successors, or assigns. This license covers and includes the completed Artwork on display, all preliminary studies, models, and maquettes thereof that have been delivered to and accepted by the City as are desired by the City, and the image, name, and biography of the Artist. The City may contract with a third party to perform any activity, actions, and functions licensed under this section.

C. Except as described above in paragraph 9.B, the City shall not use reproductions of the Artwork not created by the Artist, without the prior approval of the Artist.

D. The City shall not reproduce images of the Artwork for retail sale, without the approval of the Artist.

E. On any Artist-approved reproductions, the Artist shall be acknowledged, using designations provided by the Artist, to be the creator of the original Artwork thereof, with appropriate copyright notice.

F. The Artist hereby acknowledges the existence of his statutory moral rights as those rights to the Artwork are more particularly described in 17 USC 106A, and expressly, knowingly, and forever waives any and all such rights as to any and all applications in which either the attribution right or the integrity right may be implicated, whether such rights arise under 17 USC 106A or under U.S. federal or state law or under the laws of any other country that conveys rights of the same nature as those conveyed under 17 USC 106A, or any other type of moral right or droit moral.

G. The rights granted by this section shall survive the expiration or earlier termination of this Agreement.

10. ARTIST'S WARRANTIES

A. The Artist acknowledges that the Artwork will be displayed outdoors at all times after installation occurs under this Agreement. As such, the Artwork will not be protected from the weather or acts of nature. The Artist also acknowledges that the Artwork may be displayed at an unsecured site wherein the Artwork may be touched by people, pets, or other animals. Accordingly, the Artist acknowledges and warrants that the Artwork will be durable and able to maintain its quality under such conditions.

B. The Artist warrants the Artwork against any faulty material or workmanship of the Artist and/or their subcontractors.

C. The Artist warrants that the Artwork is original to the Artist, that it does not violate any copyright or other rights of third parties, that it is one-of-a-kind and does not and shall not replicate other Artwork, and that the Artist has received copyright assignments to the Artist from any and all persons who have contributed copyrightable material to the Artwork.

D. The Artist warrants and guarantees that the Artist has good title to the Artwork and has all required permissions, authorizations, and rights to display the Artwork under this Agreement.

E. All of this Section 10 shall survive termination or expiration of this Agreement.

11. SALE OF THE ARTWORK

The City and Artist agree that the Artwork may be sold to the City or another public or private purchaser during the term of this Agreement. In the event of a sale to a private purchaser or a public purchaser other than the City, the City shall retain a 25% commission that will be directed to the City's Public Art Fund. The Artist will provide the purchaser a sales price that will include the commission, Artist's compensation, and any applicable taxes or fees. The Artist will deliver a bill of sale or other appropriate transfer documents to the purchaser necessary for title to the Artwork to pass to the purchaser. Notwithstanding any such sale, the Artist shall continue to perform all their obligations under this Agreement and the Artwork must continue to be displayed as required under this Agreement.

12. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Artist to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Artist as stated herein. This provision shall not prohibit the Artist from employing qualified personnel for work under the Artist's direct supervision regarding the fabrication and installation of the Artwork.

13. OWNERSHIP OF WORK PRODUCT

A. All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City and shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

B. Section 13.A does not apply to the Artwork or other protected intellectual property created, owned, used, or retained by the Artist in performing their obligations under this Agreement.

14. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

15. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City: City of Bainbridge Island
 280 Madison Avenue North
 Bainbridge Island, WA 98110
 Attention: City Manager

To the Artist: [Artist's name/address/contact person]

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

16. CITY INSPECTION

Upon reasonable prior notice to the Artist, the City and its officers, employees, and agents shall have the right to make reasonable inspections and reviews of the Artist's progress with respect to the performance of their obligations under this Agreement.

17. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

- A. The Artist agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
- B. The Artist shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- C. The Artist, at no expense to the City, shall secure, maintain in full force and effect during the term of this Agreement, and comply with all required licenses, permits, and similar legal authorizations necessary to perform the Artist's obligations under this Agreement.
- D. Violation of this Section 17 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

18. INDEPENDENT CONTRACTOR

A. The Artist and the City understand and expressly agree that the Artist is an independent contractor in the performance of each and every part of this Agreement. The Artist expressly represents, warrants, and agrees that the Artist's status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Artist, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Artist shall make no claim of City employment nor shall the Artist claim any related employment benefits, social security, and/or retirement benefits.

B. The Artist shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Artist shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Artist performs hereunder.

D. The Artist shall obtain a business license and, if applicable, pay business and occupation taxes pursuant to Title 5 of the Bainbridge Island Municipal Code.

E. The Artist is not and shall not represent that they are the agent or legal representative of the City for any purpose whatsoever. The Artist is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City and/or bind the City in any manner or thing whatsoever.

19. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with **Attachments A, B, C, D, E, and F**, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

20. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

21. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

22. NONWAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

23. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

24. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

25. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

26. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

27. INSURANCE AND RISK OF LOSS

A. The Artist shall maintain insurance as follows:

- Commercial General Liability
- Professional Liability
- Automobile Liability
- Workers' Compensation
- None.

The required insurance is described in **Attachment F**, which is incorporated herein by this reference as if set forth in full.

B. The City will provide insurance coverage for loss of, or property damage to, the Artwork by a covered peril. Such insurance coverage shall commence upon installation of the Artwork in the Display Area and end upon the removal of the Artwork from the Display Area pursuant to this Agreement or upon the date on which this Agreement is terminated, whichever occurs first. Such property insurance coverage provided by the City pursuant to this section shall not exceed the determined value of the Artwork. This coverage excludes loss of, or damage to, Artwork that occurs during the transportation of the artwork to or from the Display Area, including loading and unloading. The Artist hereby waives any claim against the City, its officers, officials, employees, and volunteers for any and all damages to the Artwork beyond that amount covered by the City-provided insurance coverage.

C. The Artwork will be insured for the value of the Artwork. The Artist and the City agree that the value of the Artwork is **\$XXXXXX**.

D. The City does not assume any responsibility or liability for loss of or damage to the Artwork not covered by the insurance provided by the City pursuant to this Agreement. For example, the City is not responsible for loss or damage caused by or resulting from wear and tear, weathering, gradual deterioration, marring, or scratching, rust, wet or dry rot, mold, insects, vermin, or damage that occurs during the creation of the Artwork, or transportation of the Artwork to and from the Display Area.

28. HOLD HARMLESS AND INDEMNIFICATION

The Artist agrees to indemnify, defend, and hold harmless the City and its predecessors and successors in interest, their officers, officials, employees, volunteers, licensees, and invitees for, from, and against any and all claims, injuries, damages, losses, or suits including attorneys' fees, to the extent that they arise out of or result from the acts, errors, or omissions of the Artist in performance of this Agreement.

The City agrees to indemnify, defend, and hold harmless the Artist, their employees, and their volunteers for, from, and against any and all claims, injuries, damages, losses, or suits including attorneys' fees, to the extent that they arise out of or result from acts, errors, or omissions of the City in performance of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

[ARTIST'S NAME]

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Morgan Smith, City Manager

Title _____

Attachment A Scope of Work

1. DISPLAY OF ARTWORK

The Artist shall temporarily display for 12 months the Artwork described in the Artist's Proposal, included as **Attachment B**, on a City-approved pedestal, unless the Agreement is terminated.

2. DEVELOPMENT, DESIGN, AND FABRICATION

A. The Artist shall prepare and present to the City a more detailed description of the Artwork, including details addressing installation of the Artwork, showing mounting, materials, dimensions, orientation, and locations.

B. If the Artwork has not yet been fabricated, created, or completed on the date that this Agreement is executed, then the Artist shall have the Artwork fabricated, created, completed, and prepared for installation by **[Month and Day, 2019]**

3. INSTALLATION OF THE ARTWORK

A. Before installation of the Artwork, the Artist shall prepare, complete, and submit to the City the Artwork Maintenance Criteria and Instructions contained in **Attachment E**.

B. Before installation of the Artwork, the Artist will consult with the City regarding how the Artwork should be positioned on the City's pedestal in the Display Area.

C. Before installation of the Artwork, the Artist will submit concept designs to the City Engineer for approval, to ensure structural stability and to ensure that the Artwork does not protrude into any pedestrian circulation paths or vehicular travel lanes.

D. Within thirty (30) calendar days of installation of the Artwork, the Artist shall provide the City with a minimum of three (3) high-resolution digital images of the entire Artwork, including each component of the Artwork, and one high-resolution digital photograph of the Artist.

E. In conformance with Section 5 of the Agreement, the Artist will transport the Artwork to the Display Area on the mutually agreed upon date and time for installation.

4. REMOVAL OF ARTWORK

- A. In conformance with Section 7 of the Agreement, the Artist will transport the Artwork away from the Display Area on the mutually agreed upon date and time for removal, or twelve (12) months after the date of installation, whichever comes first.
- B. In the event that the Artwork is sold prior to removal, the Artist shall ensure that the Artwork is removed as required under Section 4.A of this Scope of Work.

5. COMMUNICATION, CONSULTATION, AND PUBLICITY

- A. The Artist shall use best efforts to credit the “City of Bainbridge Island Public Art Program” on any and all publicity materials distributed for this Artwork and on published reproductions of the Artwork.
- B. The Artist will consult as necessary with the City to coordinate the installation, maintenance, removal, or any other work required under this Agreement.
- C. The Artist will meet with representatives of the City during the installation of the Artwork, and the Artist agrees that interviews and images may be used on the City’s website to promote the City’s public art programs.
- D. The Artist may be offered opportunities to participate in educational or community events. Participation is optional, and expenses will be borne by the Artist unless otherwise agreed to in writing.

6. ADDITIONAL WORK

The City may desire to have the Artist perform work or render services in connection with this project other than that expressly provided for in this Agreement. Such work will be considered extra work and shall not proceed unless authorized by a written amendment executed by the Artist and the City. Any costs incurred due to the performance of extra work prior to execution of an amendment will not be reimbursed under this Agreement.

**Attachment B
Artist's Proposal**

SAMPLE

Attachment C Description of Display Area

[Choose One Display Area]

Site 1- Winslow Way

Description: This site is located on the City's Main Street, Winslow Way, near the Town and Country Grocery Store. The Street has recently been redeveloped to include wide sidewalks, raingardens, street trees, and pedestrian amenities. The sculpture will be viewed by residents and visitors who frequent Winslow Way for shopping, community events, and who travel this route to and from the Seattle-Bainbridge Ferry. There are several other permanent public art pieces located along this route. The street is home to many galleries and is the primary location of the First Friday Art Walks. The pedestal is located in a landscaped area. The sculpture will be most frequently viewed looking north, east, and west from walks and south from the street.

Site Description: Picture of Site 2 and plan of Site 2 location

Pedestal Form and Dimensions: Round: 20" diameter at top x 30" H.

Maximum Weight of Sculpture: 3,500 Lbs.

Maximum Dimensions of Sculpture: No size limitations, but sculptures shall not protrude into the pedestrian circulation path or vehicular travel lanes, and the concept designs must be approved by the City Engineer to ensure structural stability.

Site 2: South Madison Overlook

Description: This site is located on City property near the intersection of Madison Avenue South and Parfitt Way. This largely paved pedestrian space overlooks Eagle Harbor and sits between commercial buildings with restaurants on the ground floor. The space includes shade trees, benches, planters, and directional signage. The sculpture will be viewed by residents and visitors who frequent the commercial waterfront for dining, services, and access to the marina. The pedestal sits within the paved plaza area. The sculpture will be most frequently viewed looking south with Eagle Harbor as backdrop. Pedestrians in the plaza will be able to circulate around and view from all directions.

Site Description: Picture of Site 3 and plan of Site 3 location

Pedestal Form and Dimensions: Square: 3'W x 3'L x 18"H.

Maximum Weight of Sculpture: 7,000 lbs.

Maximum Dimensions of Sculpture: No size limitations, but sculptures shall not protrude into the pedestrian circulation path and the concept designs must be approved by the City Engineer to ensure structural stability.

Attachment D
Payment Schedule

The Artist shall be paid in accordance with the following payment schedule:

1. FIRST PAYMENT

The Artist shall receive a first payment of \$250.00 upon selection, execution of the Agreement, and approval of installation details and installation schedule by the City.

2. SECOND PAYMENT

The Artist shall receive a second payment of \$600.00 upon delivery, installation of artwork, and written acceptance of the installation by the City's representative.

3. THIRD AND FINAL PAYMENT

The Artist shall receive a third payment of \$150.00 upon removal of the Artwork, as contemplated under the Agreement, and written acceptance of the removal by the City's representative.

Attachment E
Artwork Maintenance Criteria and Instructions

- 1. Artist:**
- 2. Title of Work:**
- 3. Location of Display Area:**
- 4. Media or Material:**
 - Specific materials used in the execution of the piece, including brand names:
 - Material thickness or gauge:
 - Welding or jointing method:
 - Casting alloy, ax body, glass, or fiber type:
 - Technique or construction method:
- 5. Material finish:**
- 6. Foundation/installation detail:**
 - How is the Artwork secured to the City's pedestal?
 - If the Artwork was not directly installed to the City's pedestal, how is the Artwork secured to whatever support was installed to the City's plinth?
- 7. Yearly maintenance and care of Artwork, including cleaning agent and procedure:**
- 8. Additional maintenance notes:**

Attachment F Insurance Requirements

A. Insurance Term

The Artist shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Artist, its agents, representatives, or employees.

B. No Limitation

The Artist's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Artist to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Artist shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

D. Minimum Amounts of Insurance

The Artist shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

F. Verification of Coverage

Before commencing work and services, the Artist shall provide to the person identified in Section 15 of the Agreement a Certificate of Insurance evidencing the required insurance. The Artist shall furnish the City with original certificates evidencing the insurance requirements of the Artist before commencement of the work. The City reserves the right to request and receive a certified copy of all required insurance policies.

G. Notice of Cancellation

The Artist shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.