A Collaboration between the County of San Diego
Housing and Community Development Services and You.

PARTICIPATION IN THE ART HALLS/ART WALLS PROGRAM AGREEMENT

The County of San Diego's Housing and Community Development Services Arts Committee - pARTnerships (referenced to only as "pARTnerships" for the remainder of the agreement) and you, the Contributing Artist (referenced to only as "Artist" for the remainder of the agreement) agree to the following terms and conditions concerning the Artist's display of artwork within The County of San Diego's Housing and Community Development Services building (located at 780 Bay Blvd., Suite 200, Chula Vista, CA 91910).

1) <u>Display of Artwork</u>. In order to further its commitment to encourage artistic expression, to inspire a sense of civic pride, and to integrate the artist into the community, pARTnerships agrees to allow the Donor to display his or her artwork in the San Diego Housing and Community Development Services building provided that the Artist complies with the terms of this Agreement.

2) <u>Approved Artwork</u>. Local artists, amateur and professional, are invited to present their work. The primary focus of the program is to present artwork from a broad representation of the arts community, encouraging diversity and shows by youths, seniors, disabled, veterans, or any interested party. The artwork presented at the Housing and Community Development Services building will be approved for display at the pARTnerships discretion. The Artist authorizes pARTnerships to use the Artist's organization or specific artist's name in the promotion of the Arts program.

3) <u>Effective Date</u>. This agreement will be effective beginning _____ /_____ /_____ (MM/DD/YYYY) through _____ /_____ /_____ (MM/DD/YYYY) and will automatically terminate at 5pm on the end date specified, unless extended, cancelled or revoked as set forth in paragraph 6 below.

4) <u>Location and Time.</u>
   a) pARTnerships will display the Artist's approved artwork within the HCDS building for the dates agreed upon, however, the exact time period of display specified in the Agreement can be overruled at any point during the exhibit if the pARTnerships Committee deems the art to no longer meet their needs or the requirements as outlined in the Agreement. The pARTnerships Committee reserves the right to remove any/all piece(s) from display. If this happens, the Committee will contact the Artist.
   b) The Artist's artwork displayed in the public areas may be viewed at the HCDS building during regular business hours.
   c) The pARTnerships Committee shall have the authority to extend the length of the Artist's exhibit, if mutually agreed upon by both the Artist and pARTnerships.

5) <u>Pick Up and Removal of Artwork.</u> pARTnerships will pick up and return the artwork unless the Artist would prefer to deliver and remove the artwork on his/her own. pARTnerships has the authority to immediately remove any and all artwork that it determines to be inconsistent with the art selection criteria.

6) <u>Termination</u>
   a) Termination for Convenience. pARTnerships may immediately terminate this Agreement at any time and for any reason.
   b) Termination for Breach of Agreement. pARTnerships may immediately terminate this Agreement if the Donor violates any of the provisions of this Agreement.
   c) The Artist may request early artwork removal if that removal will not interfere with the theme presentation and/or upon pARTnerships approval.

7) <u>Defense and Indemnification.</u> The County shall not be liable for, and the Artist shall defend and indemnify the County and its officers, agents, employees and volunteers, against any and all claims which arise out of or are in any way connected to the Artist's display of artwork at HCDS under this Agreement.

8) <u>Assignment.</u> The Artist shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement.
   a) Executed _____ /_____ /_____ (mm/dd/yyyy).

9) <u>Title(s) of artwork on loan:</u>

   _____

   _____

   _____

   _____

   _____   _____

   Artist (Print Name)   Date

   _____   _____

   Artist (Signature)   Date

   _____   _____

   Parent/Guardian – if Artist under 18 (Print Name)   Date

   _____   _____

   Parent/Guardian – if Artist under 18 (Signature)   Date

   _____   _____

   pARTnerships Representative   Date