

ART INSTALLATION AGREEMENT

THIS ART INSTALLATION AGREEMENT (the "Agreement") is made this day of _____ 2021, by and between the CHICAGO PARK DISTRICT, a municipal corporation organized and existing under the laws of the State of Illinois (“**Park District**”), and _____ (“**Artist/Gallery**”). The Park District and Artist/Gallery are sometimes referred to herein as the “Parties”.

RECITALS

WHEREAS, the CPD owns, operates, controls and maintains over 8,000 acres of land in the City of Chicago including 580 parks, playgrounds and playlots, 26 miles of lakefront, 11 beaches and 80 pools;

WHEREAS, the CPD is a municipal corporation and a unit of local government organized, established and existing under the laws of the State of Illinois, 70 ILCS 1505 *et.seq.*;

WHEREAS, _____ is an Artist/Gallery who is concerned with exhibiting interesting and artistically significant works;

WHEREAS, **Artist/Gallery** desires to exhibit a sculpture (*NAME OF PIECE*) as a public art event (the “**Event**”); and

WHEREAS, the Park District owns and manages the property known as _____ Park in Chicago, Illinois, and specifically within the area _____, (“**Site**”); and

WHEREAS, the Park District desires to enter into an Agreement with the Artist/Gallery to hold the Event at the Site.

NOW THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. EVENT.

1.1 Site. The Park District grants to Artist/Gallery non-exclusive permitted use of the Site and of Park District facilities situated at the Site, described herein and depicted on the diagram as **Exhibit A**, attached and incorporated herein. Artist/Gallery’s access to the Site is subject to the hours of 6 am – 9 pm, and subject to park rules and ordinances and the terms of this Agreement. Access to the Site outside of regular park hours will require written permission from an authorized representative of the Park District.

1.2 Dates and Times. Artist/Gallery is permitted to use the Site for the period of time, in accordance with the times listed in Section 1.1, and Section 3 of this Agreement.

(a) During the set up period as specified in Section 1.1 and Section 3, Artist/Gallery will deliver and Park District shall construct and set up all sculptures, artwork and other display items and temporary structures needed for the production of the Event (“**Set Up**”), including but not limited to, fencing, tables, and any other necessary equipment in accordance with the terms of this Agreement and conditions of any permits required to be obtained for the Event.

(b) Immediately following the Event, Park District will tear down and remove all items and equipment used in the production of the Event and remove any trash and debris from the Site (“**Tear Down**”), and shall restore the property to its prior condition. Upon successful deinstallation, Artist/Gallery must move out of the Site by the date established in Section 1.1 and Section 3.

1.3 Intended Purpose. The Parties intend that the purpose of the Event is to provide a proper, interesting, contextual and accessible site for the display of artwork, specifically “*NAME OF PIECE*” sculpture, shown as **Exhibit B** of the Agreement.

1.4 Admission. No fees shall be charged in association with the event.

1.5 Contact. Artist/Gallery shall provide the CPD with a 24 hour contact number for use during the duration of the Event in order to ensure that CPD personnel can contact responsible parties in case of the need to make contact for any reasonable reason or occurrence which would warrant said contact.

1.6 Permits. Permit. Exhibitor or its installer shall obtain from the Park District a standard access permit available from the CPD coordinator, Claudine Malik at (312)742-4660.

2. GALLERY FEE

2.1 Fees. There shall be (no, or XX) fees paid to the Artist/Gallery for the exhibition of the sculpture. However, the Park District may/shall be responsible for all installation and removal costs of the Event.

3. TERM OF AGREEMENT.

This Agreement shall begin on _____, 2021 and remain in effect through _____, 202_ (“Term”).

3.1 Mutual Termination. This agreement may be terminated at any time upon mutual agreement of the Parties hereto. However, if the Artist/Gallery chooses to terminate, a pro-rated amount of the fee paid to the Artist/Gallery based on the amount of time

remaining in the agreement must be returned to the Park District within Thirty (30) days of the removal of the sculptures.

3.2 Termination for Convenience. The Agreement may be terminated for convenience by the Park District before the Term ending date, upon seven (7) days written notice to the other Party. In the event of termination by CPD, any permit fees paid to date for the year in which the agreement is terminated by CPD shall be refunded, minus reasonable CPD expenses, if applicable. CPD shall not be responsible for any contractual obligations or reimbursable expenses or expectation costs of Artist/Gallery to any of its vendors, artists, installers or any other obligee of Artist/Gallery.

3.3 Extensions. Exhibit by Exhibit basis - TBD. For example the Parties may mutually agree in writing to extend the term of this Agreement at least thirty (30) days before the conclusion of the original term by one (1) year. A further one (1) year mutual extension is available upon agreement in writing at least 30 days before the conclusion of the first extension.

4. ADVERTISING AND MEDIA.

Artist/Gallery shall not display, deposit or distribute any placard, handbill, pamphlet, circular, book or other writing containing commercial advertising matter on or about the Site without first obtaining written permission from an authorized representative of the Park District, which shall not be unreasonably withheld.

5. COPYRIGHT APPROVAL.

Artist/Gallery agrees to comply fully with any and all copyright laws in force and effect at the time of presentation of the Event. Artist/Gallery will not use Park District trademarks, design marks or logos without first obtaining express written permission of the Park District.

6. INSURANCE.

The Gallery shall obtain, as part of this Agreement, insurance sufficient to cover any damages which may be made to Park District property during the installation, exhibition and removal of the artwork, as well as for any damage, loss, theft, defacement or any other physical or structural damage to the art while on display. The Artist/Gallery and Park District shall make routine checks of the artwork and alert the Park District to any damage or negative impacts upon the artwork in a timely fashion in order to mitigate any further damage. Artist/Gallery shall follow the insurance guidelines in Exhibit C, where applicable, and provide the Park District with copies of the proof of coverage during the duration of the Event.

7. INDEMNIFICATION.

Artist/Gallery agrees to indemnify, save and hold harmless, and at the Park District's option, defend the Park District, its Commissioners, officers, employees, volunteers, contractors and agents (collectively, the "Indemnitees") against any losses, claims, damages, liabilities, actions, suits, proceedings, costs or expenses that the Indemnitees may suffer, incur, or sustain or for which it or they may become liable (including, but not limited to, mechanic's liens, personal and bodily injury to or death of persons or loss or damage to property) resulting from, arising out of, or relating to any negligence or intentional misconduct in the performance of Artist/Gallery under this Agreement, and any negligence or intentional misconduct by Artist/Gallery in its use of the Site. The obligation to indemnify the Park District shall survive termination of this Agreement.

8. FORCE MAJEURE.

It is mutually agreed that no Party shall be held responsible for any losses resulting from the failure to fulfill any terms, conditions or provisions of this Agreement, if the Party shall be delayed or prevented because of war, revolution, riot, or other disorder, fire, flood or act of God.

9. NOTICE.

All notices required herein shall be in writing and shall be deemed received when a copy thereof, addressed to such party as provided herein, is delivered by personal delivery of facsimile, or the next business day after being sent by a generally recognized overnight delivery service, or three (3) days after being sent by certified or registered mail return receipt requested, postage prepaid, to the address listed below or in such other address as one party may designate in writing to the other party.

For the Park District:
Chicago Park District
541 N. Fairbanks Court
Chicago, Illinois 60611
Attn: General Superintendent

With Copies to:

Chicago Park District
541 N. Fairbanks Court
Chicago, Illinois 60611
Attn: First Deputy General Counsel

For the Artist/Gallery:

10. ASSIGNS.

All of the terms and conditions of the Agreement are binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

11. SEVERABILITY.

In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court of any other governmental body, this Agreement shall be construed as not containing such provision, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

12. COUNTERPARTS; ELECTRONIC SIGNATURES.

This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, which counterparts taken together shall constitute one and the same instrument. Electronic signatures (facsimile or .pdf) of or on behalf of either the Park District or Gallery on this Agreement shall be effective for all purposes

13. GOVERNING LAW AND JURISDICTION.

This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each Party hereto agrees to submit to the jurisdiction of the courts of Cook County in the State of Illinois.

14. AMENDMENTS.

No changes, amendments, modifications or discharge of the Agreement, or any part of it are valid unless in writing and signed by the authorized agents of the Parties or their respective successors and assigns.

15. NO PERSONAL LIABILITY.

Artist/Gallery expressly agrees that no member, official, employee or agent of the Park District will be individually or personally liable to it, its successors or assigns under any term or provision of this Agreement or because of his or her execution or attempted execution of this Agreement or in the event of any default or breach by the Park District or under this Agreement. The limitations on liability in this Section shall survive the expiration or termination of this Agreement and the expiration or termination of any obligation owing to any Party under this Agreement.

16. ENTIRE AGREEMENT.

This Agreement and the Exhibits attached to it, constitutes the entire agreement between the Parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon the Agreement that are not expressly addressed in the Agreement.

17. AUTHORITY.

The individual officers, agents and employees of Artist/Gallery and the Park District who have executed this Agreement hereby individually represent and warrant that they have full power and lawful authority to execute this Agreement and perform the transactions contemplated hereunder on behalf of and in the name of their respective principals and/or employers.

18. OTHER LAWS AND PERMITS

The Artist/Gallery shall be responsible for securing any additional permits from agencies other than the Park District, and shall assume responsibility for properly following all applicable City, County, State and Federal laws, codes and procedures.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties to this Agreement have caused it to be executed and delivered by their duly authorized representatives as of the date first above written.

CHICAGO PARK DISTRICT

Date
First Deputy General Counsel

Date
Cathy Breitenbach
Director of Cultural and Natural Resources

ARTIST/GALLERY

Date
(add name and position)

Exhibit A
Map of Site

Exhibit B
Sculpture

CHICAGO PARK DISTRICT, RISK MANAGEMENT DEPARTMENT INSURANCE REQUIREMENTS

Artist/Gallery or their subcontractor will procure and maintain at all times during the contract term, at Artist's/Gallery's or subcontractor's own expense, the types of insurance specified below (if applicable), with insurance companies authorized to do business in the State of Illinois covering all operations under this contract, whether performed by Artist/Gallery or by any subcontractor.

- 1) **Workers' Compensation and Employer's Liability Insurance**
Worker's Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees of Artist/Gallery, including Employer's Liability coverage with limits of not less than \$1,000,000 each accident or illness.

- 2) **Commercial General Liability Insurance (Primary and Umbrella)**
Commercial Liability Insurance or equivalent with limits not less than \$1,000,000 combined single limit, per occurrence and in the aggregate amount of \$2,000,000, for bodily injury, property damage occurring while Artist/Gallery is in possession of or upon Park District property, personal injury and bodily injury. The Chicago Park District is to be named as additional insured on a primary, non-contributory basis.

- 3) **Commercial Automobile Liability Insurance**
Gallery will provide Automobile Liability Insurance with limits not less than \$1,000,000 per occurrence combined single limit, for bodily injury and property damage, covering all Artist/Gallery -owned vehicles, any non-owned (employee-owned or borrowed) or hired (rental) vehicles used by Artist/Gallery for its operations in conjunction with its activities at the Park District location. The Chicago Park District is to be named as additional insured.

- 4) **Other Insurance**
In certain instances, the Risk Management Department of the Chicago Park District may determine that other insurance coverages may be required, and will so advise Artist/Gallery with an Addendum to the agreement outlining the specific type of insurance and limits required.

Artist/Gallery will furnish the Chicago Park District, Risk Management Department, 541 N. Fairbanks Ct., Chicago, IL, original certificates of insurance,

policy language, declaration pages or endorsements evidencing the required coverage to be in force on the date of this contract, and renewal certificates of insurance, or such similar evidence, if the coverages have an expiration or renewal date during the term of this contract. Artist/Gallery will submit evidence of insurance at the time of execution of the contract. Failure to keep such insurance in force may constitute a violation of the Contract and the Chicago Park District maintains the right to suspend operations until proper insurance is provided. Failure of the Chicago Park District to obtain such evidence before permitting Artist/Gallery to commence operations will not be deemed a waiver by the Chicago Park District, and Artist/Gallery will remain under continuing obligation to maintain insurance coverage.

Insurance will provide for 30 days prior written notice to be given to the Chicago Park District, Department of Risk Management, in the event coverage is canceled, non-renewed, or materially changed, and the certificates will so state.

Artist/Gallery will require any subcontractors to carry the insurance herein, or it may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted will so stipulate. Any and all deductibles on referenced insurance coverages will be borne by Artist/Gallery or subcontractors. Artist/Gallery and each subcontractor expressly understands and agrees that any insurance coverages and limits furnished by Artist/Gallery will in no way limit the liabilities and responsibilities specified within the contract documents or by law, that their insurers will waive their rights of subrogation against the Chicago Park District and, further, that any insurance maintained by the Chicago Park District will apply in excess of and not contribute with insurance provided by Artist/Gallery under the contract.

The Chicago Park District, Department of Risk Management, maintains the right to change, modify, alter or delete these requirements.

