

Madison Temporary Public Art Installation Agreement City of Madison, GA

Artist Name: *Greggory Johnson*
Sculpture Title/Name: *Tree of Life II*

This agreement made this _____ day of May, 2020, for good and valuable consideration, by and between Greggory Johnson, hereinafter referred to as Artist, and the City of Madison by and through the Madison Public Arts Commission, hereinafter referred to as PAC, as follows:

Artist Responsibilities

1. Artist certifies that sculpture/artwork is original and available for purchase.
2. Artist certifies that sculpture is professionally constructed of durable material appropriate for outdoor public display for the duration of the 18-month exhibit. Artist further certifies his/her work is constructed in a manner that shall not cause safety or liability issues and shall not require maintenance during the exhibit period. Should the sculpture fail to meet these standards, Artist agrees to work with the City to remedy the situation.
3. The Artist certifies that sculpture can be structurally secured to a concrete or steel pad with anchor bolts or similar devices. Concrete or steel pad provided by the PAC. Anchor bolts or similar devices provided by Artist. Should sculpture be “self-based” and not require a concrete or steel pad, Artist is responsible for ensuring that the installation is stable.
4. Artist agrees that the City of Madison and/or the PAC may reproduce images of the sculpture for non-commercial, educational, and promotional purposes, with credit given to the artist when artwork is highlighted, to the extent practical.
5. Artist shall be responsible for timely transportation/installation and removal of his/her Sculpture(s) as per the tentative timeline set forth below:
 - April 1, 2020 – Old lease ends, new lease begins
 - April 2020 – September 2021 - Public art exhibition
 - Middle to end of October 2021 - Artwork to be removed

Madison PAC Responsibilities

1. The PAC reserves the right to make all placement decisions and to make emergency repairs to piece if/when necessary.
2. PAC shall provide a concrete or steel base to hold the sculpture.
3. City of Madison and the PAC shall promote the sale of the sculpture to the public, either for personal/commercial use or as a permanent donation to the City and/or PAC.

4. City agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. The City will contact the Artist if Artwork is damaged or altered in any way to discuss responsibility for repairs. The City is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, gradual deterioration, or inherent vice.
5. The City of Madison shall provide insurance coverage, in an amount as submitted on the Artist's information form, for liability and physical damage covering the sculpture during the exhibit. In case of loss, Artist agrees that its sole remedy against the City is reimbursement via insurance proceeds or monies in an amount not to exceed the value placed on said item for sale and that the City or its agents, employees, and officials are not liable for any indirect, incidental or consequential damages.

Compensation

1. The PAC agrees to pay a one-time stipend of \$1,500 per sculpture, of which \$750 shall be paid upon installation of the sculpture. The remaining \$750 shall be remitted to the Artist if sculpture is not ultimately purchased through the program and piece is properly and timely removed at the end of the specified display period.
2. The PAC also agrees that the Artist may sell the sculpture during the exhibition period; however, such work shall remain on-site for the duration of the exhibition, unless otherwise approved, in writing, by the PAC. Should a piece be sold, PAC shall receive 25% of the purchase price and 20% on commissioned work(s) resulting from participation in the Madison Art Where We Live Program.

Artist

Date

Fred Perriman, Mayor
City of Madison

Date