

Agreement between
City of Coral Gables and
for Donated Artwork for the
in Coral Gables, Florida

THIS AGREEMENT FOR DONATED ARTWORK (the “Agreement”), made and entered into this ____ day of _____, by and between: the CITY OF CORAL GABLES, a municipal corporation existing under the laws of the State of Florida (the “City”) and _____, with a principal address of _____ (the “Donor”).

WHEREAS, the City has implemented the Art in Public Places program pursuant to Coral Gables Zoning Code, Article 3, Division 21 for the purposes of acquiring and maintaining art in public places; and

WHEREAS, this Agreement evidences the mutual understanding regarding the contribution by Donor to City of that certain property known as _____, as more particularly described in Exhibit “A” attached hereto and made a part hereof (the “Artwork”).

NOW THEREFORE, City and Donor, in consideration of the mutual covenants and agreements herein contained, agree as follows:

1. Donor desires to make a contribution to the City of its entire right, title, and interest in and to the Artwork.
2. Donor will contribute to the City all of Donor’s right, title, and interest in and to the Artwork, and the City will accept the Artwork, through the execution of a Bill of Sale substantially in the form attached hereto as Exhibit “B”. The transfer to the City of the Artwork will constitute an irrevocable gift to the City upon the Donor’s execution of the Bill of Sale and the City’s acceptance of the Artwork. The ownership interest received by the City shall include all rights of reproduction of the Artwork and all other intellectual property rights, if any, associated with the Artwork that Donor may have. In addition, Donor agrees to transfer to the City copies of all documentation, and to share with the City all information, that it has (if any) relating to the Artwork, including the ownership, display and restoration of the Artwork prior to the date of the contribution to the City.
3. The use of the Artwork by the City shall not be restricted in any way by Donor. Donor understands and agrees that that the City shall have unrestricted discretion and ultimate control as to the use of the Artwork. The City shall not be bound by any suggestion made by Donor as to the use of the Artwork. Nothing in this Agreement shall be deemed to limit the unrestricted discretion and ultimate control of the City as to the use of the Artwork.
4. Donor represents and warrants to the City that, as of the date of this Agreement:

- a. Donor has good and complete right, title and interest in and to the Artwork;
 - b. Donor has full authority to enter into this Agreement, to carry out its obligations hereunder and to give, transfer, and assign its right, title, and interest in the Artwork;
 - c. The Artwork is free and clear of all liens, security interests, encumbrances, and restrictions; and
 - d. The Artwork has not been imported or exported into or from any country contrary to its laws.
5. Donor agrees to execute and deliver such other documents or instruments as the City may require in furtherance of the terms and conditions of this Agreement.
 6. The City has not provided, and will not provide, Donor any goods or services or other consideration in connection with Donor's contribution of the Artwork.
 7. Donor agrees to indemnify and hold harmless the City and its employees, assigns, and transferees from and against any and all claims, actions, or liabilities which may be asserted against them by third parties determined to have arisen out of, or in connection with, a breach of Donor's warranties or any other act or omission of Donor under this Agreement. The City agrees to provide notice to Donor of any claim or circumstance that likely will give rise to a request for indemnification.
 8. This Agreement shall be governed by the laws of the State of Florida and, in the event that any party shall bring a suit or cause of action in a court of law for construction, interpretation or enforcement of this Agreement, or for damages for any alleged breach of the terms or provisions of this Agreement, then venue for any such suit or cause of action shall lie exclusively in Miami, Florida.
 9. Neither Donor nor the City shall be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond its reasonable control. Without limitation, such acts may include acts of God, civil or military authority, terrorism, civil disturbance, war, strikes, fires, other catastrophes, labor disputes, parts shortages, extreme weather, or other events beyond the parties' control.
 10. The failure of the City to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the Donor of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of the City to enforce each and every such provision thereafter. The express waiver by the City of any provision, condition or

requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.

11. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement.
12. In the event that one or more provisions of this Agreement is judicially determined to be invalid, unlawful, or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
13. This Agreement and the Exhibits hereto constitute the entire contract between Donor and the City regarding the Artwork. Any agreements, promises, proposals, negotiations, or representations (whether written, oral, express, or implied) which are not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties. The parties acknowledge and agree that the execution and delivery of this Agreement by facsimile or e-mail transmission shall be valid and binding.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE
FOLLOWS.]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates, as executed below by their respective duly authorized officials.

CITY OF CORAL GABLES, a municipal organization existing under the laws of the state of Florida

Name: Peter Iglesias
Title: City Manager

Name:
Title:

_____ day of _____, _____

_____ day of _____, _____

ATTEST:

Witnesses:

Billy Y. Urquia
City Clerk

Signature
Print Name _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Signature
Print Name _____

Cristina Suarez
City Attorney

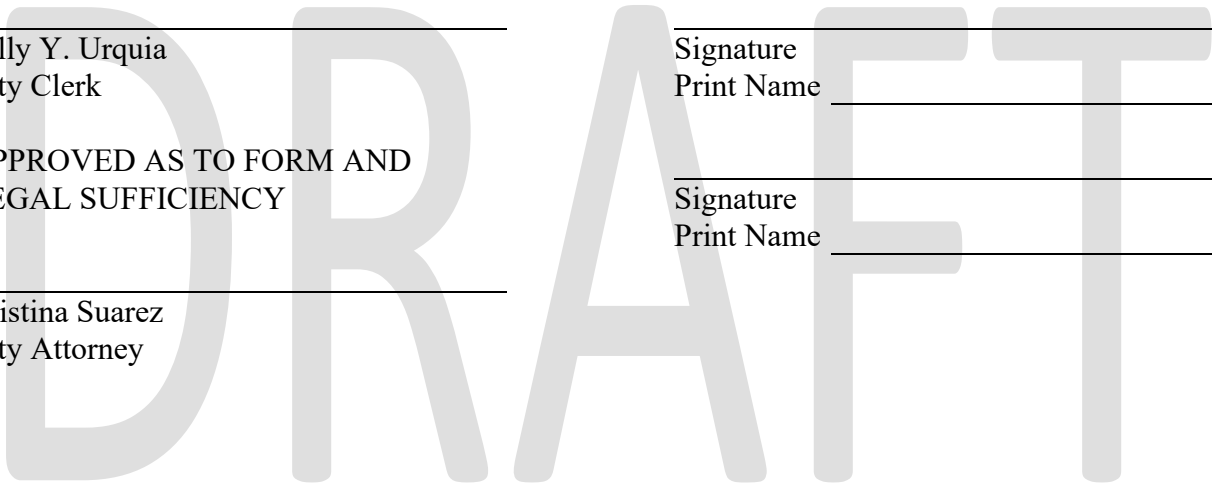


EXHIBIT "A"
ARTWORK DESCRIPTION

DRAFT

EXHIBIT "B"
BILL OF SALE

DRAFT