

SCULPTURE PLACEMENT AGREEMENT – City of Lenoir, N. C.

The undersigned owner(s) (hereinafter, the “Owner”) of the sculpture described below, hereby agree to place the sculpture described below at a public site on property of the City of Lenoir, North Carolina (hereinafter, the “City”) for public display for the period of time set forth herein, and pursuant to the following terms and conditions:

1. The period of the loan shall begin on _____ and end on _____.
2. As a condition of this Agreement the Owner hereby certifies that the sculpture is well-fabricated and constructed of durable materials which are suitable for outdoor display; that the sculpture has been constructed so that it may be securely anchored to the ground (if it is a ground mount installation) or securely anchored to the standard base provided (if it is a sculpture to be installed in a brick sidewalk planter).
3. During the period of the display period, and during the installation and removal, the placement and condition of the sculpture shall continue to be monitored by the owner who also provide assistance to the City in the installation and removal of the sculpture. The Owner shall not place or remove the sculpture until providing notice and other information to the City in accordance with the terms of this agreement.
4. The City specifically disclaims and asserts sovereign immunity as to any and all liability for claims of the Owner or of any third party(ies) which may arise from the possession, placement and/or maintenance of the sculpture under this Agreement, except to the extent that the City maintains liability or other insurance coverage which is in effect at the time such claim arises and which provides coverage for any such claim(s). However, if, during the period of this agreement, the sculpture shall be stolen or be significantly damaged due to vandalism or the negligence of a third party, then in such event(s) the City shall pay and provide to the Owner payment for such actual damages in an amount up to the deductible amount from coverage under the City’s liability insurance coverage or other insurance coverage applicable to such damage. Such payment shall be in addition to any amount paid to the Owner under the City’s insurance coverage. The City shall maintain liability and property damage insurance coverage on the art object during the period of placement under this agreement.
5. The Owner certifies that the following information is accurate:

_____	\$ _____
<i>Name of the sculpture</i>	<i>Owner’s Declaration of Value of sculpture (not to exceed \$5,000.00 without a written certified appraisal, satisfactory to City)</i>

Description of the sculpture (PHOTO to be attached)

Owner’s mailing address and home / workplace telephone numbers

DATE OF AGREEMENT: _____

The undersigned Owner hereby agrees to be bound by the above terms and conditions of the Agreement.

OWNER(S) (Print & Sign)

CITY OF LENOIR, NC

By: _____

City Manager

SCULPTURE INSTALLATION & INSPECTION FORM - City of Lenoir, N. C.

Name of sculpture

Owner of sculpture

Installation location

Date of Delivery

Date of installation & inspection

Date loan due to expire

Note any apparent damage or defect in the sculpture upon delivery to the City:

Name(s) of City personnel inspecting and installing sculpture

Name(s) of other persons, including Owner, who assisted at installation

Acknowledgment:

This form completed for City by:

Owner Signature

Date: _____

Date: _____

SCULPTURE REMOVAL:

Date of removal of sculpture & return to Owner

Name(s) of City personnel removing sculpture

Note any apparent damage or defect, if any in the sculpture upon removal:

I hereby acknowledge return and receipt of the above sculpture in the same condition as when delivered to the City of Lenoir, except as specifically stated hereafter:

Date: _____

By: _____
Owner
