

## ROTATING ART EXHIBITS AGREEMENT MSP Arts and Culture Program

### 1. Definitions

- A. Airport. Minneapolis-St. Paul International Airport.
- B. Airport Foundation MSP (or Foundation). A nonprofit organization that administers the Arts and Culture Program at MSP and supports other aviation and airport related causes.
- C. Lender. The party that owns or has the right to display the Loaned Objects.
- D. Loaned Objects. The artwork, collections, or other items that are the subject of this Agreement.
- E. MAC. The Metropolitan Airports Commission.

### 2. Purpose

The Lender is providing the Loaned Objects as part of a rotating exhibit in the MSP Arts and Culture Program. The mission of the Arts and Culture Program is to enhance the Airport's image, enrich the public's experience, and promote a sense of place through arts and culture.

Lender is providing art, collections or other items at no cost to the Airport at the invitation of the Airport Foundation MSP. Acceptance of Loaned Objects is subject to approval of the Foundation's Arts and Culture Steering Committee, and must always be in accordance with the Foundation's Art Guidelines.

### 3. Lender Information

Name:
Address:
Phone:
Email:
Web site:

### 4. Notice

All notices required by this Agreement shall be in writing and shall be given by registered or certified mail by depositing the same in the U.S. mail in the continental United States, postage prepaid, return receipt requested, or by personal or courier delivery. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Notice shall be given to:

- A. Airport Foundation MSP

Ben Owen, Arts and Culture Director  
MSP International Airport  
4300 Glumack Drive, Suite D-2040  
St. Paul, MN 55111  
612-725-8321  
ben.owen@mspmac.org

B. Metropolitan Airports Commission (MAC)

Phil Burke, Director of MSP Operations  
Lindbergh Terminal, Suite 3000  
4300 Glumack Drive  
St. Paul, MN 55111  
612-726-5519  
phil.burke@mspmac.org

C. Lender

See Section 3 [Lender Information]

5. **Description of Loaned Objects**

By signing this Agreement, the Lender acknowledges that the Loaned Objects are in good condition, suitable for display. Both the Lender and the Airport Foundation MSP will sign a Record of Condition of Loaned Objects when the objects arrive at the Airport and prior to departure from the Airport.

The Loaned Objects are described in the attached INVENTORY OF LOANED OBJECTS.

6. **Transportation**

Transportation to and from the Airport will be provided by:

- Lender
- Airport Foundation MSP
- Other (specify)

Costs for such transportation will be borne by:

- Lender
- Other (specify)

If the Lender or other service delivers the Loaned Objects, the Lender or other service will adhere to such guidelines as are provided to it by MAC.

7. **Receipt by Airport Foundation MSP:**

The parties expect that Loaned Objects will be delivered to the Airport on \_\_\_\_\_, or as otherwise agreed to by the parties.

Details regarding delivery or handling:

8. **Duration of Exhibit**

- The duration of the exhibit is \_\_\_\_\_.
- The duration of the exhibit is month-to-month, beginning \_\_\_\_\_.

Any extensions must be mutually agreed upon in writing. MAC and/or the Foundation and the Lender may cancel this Agreement on 30 days advance written notice, however, the Lender understands that he or she is displaying the Loaned Objects in an Airport and that the needs of the Airport and the traveling public take precedence. Therefore, this Agreement may be canceled at any time for Airport purposes.

**9. Exhibit Location**

The parties acknowledge that space in the Airport belongs to MAC. MAC has provided such space to the Airport Foundation MSP for MSP Arts & Culture Program exhibits. The parties understand that MAC may relocate or remove these locations at any time for Airport purposes. MAC will use reasonable efforts to provide replacement locations, but MAC has the final determination of whether any space will be provided. The Lender also acknowledges that the Loaned Objects were not created for one particular space and that the display area, surroundings, installation and lighting are not considered part of the work.

The Loaned Objects will be on display in the following terminal:

- Lindbergh Terminal
- Humphrey Terminal

Details regarding display location:

**10. Installation Detail**

**11. Didactics**

Didactics will be provided by:

- Airport Foundation MSP. If Airport Foundation MSP, the Airport Foundation MSP will work with Lender on type and content of didactics consistent with Airport displays.
- Lender. If Lender, the Lender will work with the Airport Foundation MSP regarding content, type of materials, size and display requirements. The Airport Foundation MSP must approve all didactics.

**12. Maintenance While on Display at Airport**

- Maintenance will be provided by the Airport Foundation MSP while on display. This to include:

Lender

Other: \_\_\_\_\_

**13. Care**

Loaned Objects will receive the same care provided similar property of the Airport Foundation MSP. The Lender and the Airport Foundation MSP understand that all objects are subject to gradual inherent deterioration for which neither party is responsible. Evidence of damage at the time of receipt, or while in the Airport Foundation MSP's custody, will be reported immediately to the Lender. No alteration or repair of Loaned Objects will be undertaken without the written authorization of the Lender.

**14. Promotion of Exhibit**

Lender understands and acknowledges that the Item(s) may be photographed by the general public, the press and others while on display. Although neither Lender, MAC or the Airport Foundation MSP are obligated to promote the Exhibit, MAC and the Airport Foundation MSP may promote the Loaned Objects or Lender through their websites, brochures, images, news releases or any other means. Lender agrees that MAC and the Airport Foundation MSP may take photographs, videos, or other reproductions of the Loaned Objects while they are on public display and use any such photographs, videos or other reproductions for publicity or promotional purposes in printed material, catalog/brochures, on social media, digital displays and on the internet, with no compensation to the Lender.

**15. Insurance**

A. Property

The Airport Foundation MSP will provide property damage insurance for any and all perils covered under the applicable insurance policy from the time of signed receipt of Loaned Objects through the duration the Loaned Objects are at the Airport as determined by signed return of objects.

B. General Liability

MAC will provide the general liability insurance from the time of signed receipt of Loaned Objects by the Airport Foundation MSP for the duration the Loaned Objects are at the Airport as determined by the signed return of objects.

C. In Case of Loss

In case of loss, the Lender will be required to provide proof of value (through bill of sale of like work, appraisal, etc.). The Lender agrees that the amount of the applicable insurance policies constitutes the limits of any liability by MAC or the Airport Foundation MSP.

D. In Transit

Insurance, if any, will be provided by Lender while Loaned Objects are in transit and until the Airport Foundation MSP takes signed receipt of such objects upon arrival and after the objects have left the MAC facility. .

**16. Sales**

No work(s) on loan may be withdrawn by the Lender during the duration of this Agreement, without the Foundation's written approval. Any proceeds from sales of any work resulting from display at the Airport belong solely to Lender.

Lender is not allowed to advertise the Loaned Objects as for sale, such as including in the exhibit: (a) messages containing qualitative or comparative language, price information or other indications of savings or value; (b) endorsements; and (c) inducements to purchase, sell, or use products or services. This in no way limits Lender's right to include materials in the exhibit that direct the viewer to other fora where sales and advertising activities occur.

**17. Intellectual Property**

MAC and the Airport Foundation MSP cannot guarantee that the Lender's work will be adequately protected under copyright law, unless the Lender has taken the necessary steps to copyright the work.

Lender warrants that it has the full authority and right to enter into this Agreement, and to enjoy the rights granted in this Agreement. In addition, Lender warrants that none of its Exhibit Materials will infringe upon or violate any rights of privacy, publicity, copyright, trademark, or any other right of any person or entity, or violate any applicable laws or regulations. Lender has obtained all necessary rights, copyrights, licenses and permissions required for Lender's Exhibit Materials, including any necessary permissions, license or release for any music, photographs, film clips, voice recordings, models, and actors. Upon reasonable request, Lender will provide verification of the rights, copyrights, licenses, permissions and payments.

Lender, the owner, or the artist/creator of the Exhibit Materials retain all submission and intellectual property rights in the Exhibit Materials, subject only to the rights granted to the Airport Foundation MSP and MAC under this Agreement.

**18. Return of Loaned Items**

Lender may not remove any object while on display under the terms of this Agreement except with advance written approval of the Foundation.

Without an agreed-upon extension, Lender agrees to remove the work at the end of the loan period and return the Loaned Objects to the lender or owner, or to his or her authorized representative. If the Airport Foundation MSP is unable to contact the Lender and no special arrangements have been made, the Airport Foundation MSP may place the Loaned Objects in storage at the Lender's risk and expense. It is the responsibility of the Lender to keep the Airport Foundation MSP informed of any change of email, address or telephone number. If after 90 days the items are unclaimed, they will be considered abandoned and the Airport Foundation MSP may dispose of them.

**19. Indemnification**

Lender does hereby covenant and agree to indemnify, defend and hold completely harmless MAC and its Commissioners, officers, agents and employees, the Airport Foundation MSP and its, officers, agents and employees (collectively "Indemnitees") from and against any and all liabilities, losses, damages, suits, actions, claims, charges, judgments, settlements, fines or demands of any person arising by reason of injury or death of any person or damage to any property (or any allegation or claim of such injury, death, or damage to any property), including all reasonable costs for investigation and defense thereof (including, but not limited to, investigative fess, attorney's fees, court costs and expert fees), of any nature whatsoever arising out of or as a result of the Lender's activities under this Agreement, or the acts or omissions of the Lender's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur in connection with this Agreement. Lender is not obligated to indemnify an Indemnitee against any damages, judgment or other liability to the extent a court of

competent jurisdiction decides such damages, judgment or other liability result from the Indemnitee's negligence or intentional acts.

AFMSP shall give reasonable notice to Lender of any such claim or action and Lender shall use legal counsel that is acceptable to and approved by the AFMSP and MAC. MAC and the Airport Foundation MSP, at their option, shall have the right to select its own counsel or to approve joint counsel as appropriate (considering potential conflicts of interest) and any experts for the defense of claims.

The provisions of this section shall survive the expiration or early termination of this Agreement.

**20. Governing Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota excluding any laws that might direct the application of the laws of any other jurisdiction. The parties hereby consent to the jurisdiction of the courts in the State of Minnesota for the purpose of all actions arising under or in connection with this Agreement.

**21. Severability & Waiver**

Should any provision of this Agreement be held unenforceable, the validity of the remaining provisions shall not be affected.

Waiver or non-enforcement of a provision of this Agreement shall not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

**22. Authorization**

Each signatory to this Agreement warrants, represents, and certifies that he or she is an authorized representative of his or her respective organization and that he or she holds the position and authority necessary to execute this Agreement. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same Agreement. If this Agreement is executed in counterparts, no signatory hereto shall be bound by this Agreement until all parties have executed a counterpart of this Agreement. Additionally, for purposes of this Agreement, facsimile or electronic signatures shall serve as originals.

Unless otherwise expressly stated herein, a person who is not a party to this Agreement has no rights under this Agreement.

24. **Any Other Terms Related to Exhibit**

25. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding the Loaned Objects. No oral understanding or agreement will be binding on a party. The parties acknowledge and agree that this Agreement may not be altered, changed, waived, or otherwise amended except as agreed upon in a writing signed by each party's authorized signatory.

**I have read and agree to the conditions of this Agreement.**

Signature of Lender: \_\_\_\_\_

Date: \_\_\_\_\_

Received by Airport Foundation MSP: \_\_\_\_\_

Date: \_\_\_\_\_

**Upon return of Loaned Objects to Lender:**

Signature of Lender: \_\_\_\_\_

Date: \_\_\_\_\_

Received by Airport Foundation MSP: \_\_\_\_\_

Date: \_\_\_\_\_

**INVENTORY OF LOANED OBJECTS**

**ITEM 1**

Artist: \_\_\_\_\_ Title & Date (if known) \_\_\_\_\_

Medium (painting, photograph, sculpture etc.): \_\_\_\_\_ Attach an Image

Height: \_\_\_\_\_ Width: \_\_\_\_\_ Depth: \_\_\_\_\_

Do you own the copyright to the work? (Y or N): \_\_\_\_\_ If not, who does? \_\_\_\_\_

Condition: \_\_\_\_\_

Declared Value: \$ \_\_\_\_\_ Appraisal? (Y or N): \_\_ If "Y", please attach a copy.

**ITEM 2**

Artist: \_\_\_\_\_ Title & Date (if known) \_\_\_\_\_

Medium (painting, photograph, sculpture etc.): \_\_\_\_\_ Attach an Image

Height: \_\_\_\_\_ Width: \_\_\_\_\_ Depth: \_\_\_\_\_

Do you own the copyright to the work? (Y or N): \_\_\_\_\_ If not, who does? \_\_\_\_\_

Condition: \_\_\_\_\_

Declared Value: \$ \_\_\_\_\_ Appraisal? (Y or N): \_\_ If "Y", please attach a copy.

**ITEM 3**

Artist: \_\_\_\_\_ Title & Date (if known) \_\_\_\_\_

Medium (painting, photograph, sculpture etc.): \_\_\_\_\_ Attach an Image

Height: \_\_\_\_\_ Width: \_\_\_\_\_ Depth: \_\_\_\_\_

Do you own the copyright to the work? (Y or N): \_\_\_\_\_ If not, who does? \_\_\_\_\_

Condition: \_\_\_\_\_

Declared Value: \$ \_\_\_\_\_ Appraisal? (Y or N): \_\_ If "Y", please attach a copy.

**ITEM 4**

Artist: \_\_\_\_\_ Title & Date (if known) \_\_\_\_\_

Medium (painting, photograph, sculpture etc.): \_\_\_\_\_ Attach an Image

Height: \_\_\_\_\_ Width: \_\_\_\_\_ Depth: \_\_\_\_\_

Do you own the copyright to the work? (Y or N): \_\_\_\_\_ If not, who does? \_\_\_\_\_

Condition: \_\_\_\_\_

Declared Value: \$ \_\_\_\_\_ Appraisal? (Y or N): \_\_ If "Y", please attach a copy.

*[Photocopy this Page if More than 4 Items are included in the Exhibit Materials]*