

AGREEMENT BETWEEN TRAVIS BAKER
AND
THE CITY OF COLUMBIA, MISSOURI,
FOR THE DISPLAY OF A SCULPTURE
AT NORTH VILLAGE PARK

THIS AGREEMENT (hereinafter "Agreement") is entered into on the date of the last signatory noted below (the "Effective Date"), between the City of Columbia, Missouri, a municipal corporation (hereinafter, "City") and Travis Baker (hereinafter, "Artist"). City and Artist are each individually referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the City participates in the Creative Community Alliance's Sculpture on the Move Program designed to foster relationships between communities and artists, as well as to grow art appreciation across the region; and

WHEREAS, through the Program, the City has selected Artist's sculpture and the Parties desire to display the sculpture at an outdoor location in the City.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. LOAN/LICENSE

- A. Artist agrees to loan to City and City agrees to borrow from Artist (that is, Artist grants a license to City, and City accepts the license from Artist), for the purpose of exhibiting, at a public site in City, a work of art, which Artist represents and warrants they hold all rights, title and interests therein or otherwise possesses the right of ownership and control therein, namely, a sculpture, entitled "Tulip," as further identified in Exhibit A, attached hereto and incorporated herein by reference (hereinafter the "Sculpture").
- B. The value of the Sculpture has been determined to be \$1,500. This Agreement does not constitute an agreement for the purchase of the Sculpture.

2. EXHIBITION SITE

- A. The exhibition site for the Sculpture will be located at a public location in City, as identified on Exhibit B, attached hereto and incorporated herein by reference (hereinafter the "Site").
- B. With the prior written consent of both Parties during the Term, the Sculpture may be relocated, stored and/or installed at a new location.

- C. The City may, in its own discretion and without prior consent of the Artist, relocate and store the Sculpture as needed for maintenance and repair of the Sculpture and/or the site.
- D. City may, in its discretion, remove and store the Sculpture if emergency repair is needed or if the City has determined, in its sole discretion, that a hazardous condition exists or other repairs are needed.

3. **TERM**

The term of the exhibition permitted under this Agreement will commence upon the Effective Date and will continue for two (2) years. City, at its sole discretion, may earlier terminate this Agreement and thereby require Artist, at their sole cost and expense, to remove the Sculpture from the Site within sixty (60) days of notice to so remove. Such termination hereunder shall be by written notice only.

4. **IDENTIFICATION PLAQUE**

City, at its sole cost and expense, will cause the design, fabrication and installation of a plaque to be erected at the Site. The plaque will identify the name of Artist, title of work and "Creative Communities Alliance Sculpture On The Move Program". Final determination of any additional information to be included on the plaque will be made by City in its sole discretion.

5. **INSTALLATION AND REMOVAL**

- A. Artist, at their sole cost and expense, will be responsible for the transportation and delivery of the Sculpture to and from the Site, or to such other location as determined by the City, and also will undertake the installation and the subsequent removal of the Sculpture at their sole cost and expense.
- B. City, upon the request of Artist, may assist Artist with the installation and the subsequent removal of the Sculpture, provided, however, any assistance by City will consist of providing not more than three (3) employees and equipment, as may be agreed to, in writing, by the parties. City shall not seek reimbursement of any of its costs and expenses that it might incur in rendering such assistance to Artist.
- C. Artist will obtain City's written approval of the date and time of installation and the subsequent removal of the Sculpture. City will have the right, but not the obligation, to supervise and/or assist in the installation and subsequent removal of the Sculpture.
- D. Artist's responsibilities include insuring the Sculpture during transportation, installation and removal, as well as personal liability coverage during visits to the Site.

6. **MAINTENANCE AND REPAIRS**

- A. Artist will provide a maintenance plan to City not less than two (2) weeks prior to the installation of the Sculpture, which shall detail the Sculpture's care for the duration of the loan/license provided for herein.
- B. Artist represents that the Sculpture is durable and executed and fabricated in a workman-like manner and free from defects in material and workmanship including defects known as "inherent vice" or qualities which cause or accelerate deterioration of the Sculpture, and that the Sculpture is suitable for a display in an unprotected outdoor location, which will be subject to harsh temperatures and weather.
- C. City will insure the Sculpture, at its expense, for the amount indicated in this Agreement, against physical loss or damage while on location during the period of the loan. If the Artist elects to maintain his/her own insurance coverage, at the time of the execution of this Contract and each extension but, in any event, prior to commencement of work at the exhibition Site, Artist shall furnish City with a Certificate of Insurance naming City as additional insured as evidence that the policies providing the required coverage and limits of insurance are in full force and effect.
- C. City, at its sole cost and expense, will maintain the Site and the plaque referred to above, provided, however, the City is not required to provide security for the Sculpture and base. City will not seek any reimbursement or other payment from Artist for incurring maintenance costs related to the plaque.
- D. City may take ownership of the Sculpture if not reasonably maintained or if not removed by Artist within 60 days after the termination of this Agreement, after Artist has received sufficient notice and the Sculpture has been deemed abandoned. City cannot be held responsible for loss or damage to the Sculpture resulting from theft, vandalism, weather, or other calamity, after the termination of this Agreement.
- E. In the event the Sculpture is damaged, defaced or otherwise experiences extraordinary wear and tear, whether due to vandalism, force majeure, exposure to the elements, or otherwise, Artist will, within two (2) weeks of receipt of written notice from City thereof, make recommendations for maintenance and/or repair to the Sculpture. Upon receipt of Artist's recommendations, City will, within four (4) weeks, make repairs, not to exceed the total value of the Sculpture, or determine if the Sculpture requires removal in accordance with Section 5 of this Agreement.
- F. If any damage to the Sculpture renders the Sculpture unsafe and otherwise hazardous to the public health, safety, and welfare, then Artist will either restore the Sculpture to a safe condition or assist City in completing appropriate repairs, within two (2) weeks of receipt of City's determination, in writing, or Artist will remove the Sculpture in accordance with Section 5 of this Agreement.

7. **HOLD HARMLESS AND INDEMNITY PROVISION**

Artist shall hold harmless, indemnify and defend City, its elected officials, officers,

employees, agents, representatives, and volunteers from any and all damages, costs or expenses, at law or in equity, that may, at any time, arise or be alleged due to injury to property or injury to person caused or occasioned by any willful or negligent act or omission of Artist or any of his/her representatives or agents.

8. WAIVER OF RIGHTS

Notwithstanding any other provision of this Agreement to the contrary, if City is unable or unwilling to make, or to continue to make, the Site available, due to budgetary constraints, insufficient and other unavailable staffing, force majeure or for any other reason, or for no reason, then Artist and his/her agents, representatives, heirs, successors, and assigns will have no right to file an action or make a claim against City as a result of such action or inaction, any such right being expressly waived hereby.

9. FINAL ACCEPTANCE AND PAYMENT

- A. Upon Artist's satisfaction and completed work, City shall inspect the Sculpture and notify Artist of any observed flaws. When satisfied, City will notify Artist in writing thereof.
- B. City agrees to pay Artist an honorarium of One Thousand Dollars (\$1,000.00) per year for the loan/license of the Sculpture. Artist will be awarded the first honorarium after the Sculpture has been installed and approved by City and the second, if this agreement shall then still be in effect, one year after the Effective Date. The honorarium shall be full compensation for the license, work, materials, equipment, travel expenses, and all other expenses of Artist in relationship to the installation and display of the Sculpture.

10. SALE OF SCULPTURE

Artist may discuss terms of a sale of the Sculpture with potential buyers, but City is prohibited from advertising it for sale or having the price listed. Whether a sale is made or not, the Sculpture cannot be removed from the Site prior to termination of this agreement. Artist will receive all proceeds from a resulting sale, and City will not be entitled to any portion thereof.

11. COPYRIGHT

Artist grants City the irrevocable license to reproduce images of the Sculpture for non-commercial promotional purposes.

13. RELEASE WAIVER

Artist hereby releases City, and all participating sponsors, in the event of actions, demands, suits, actions, accounts, damage claims, and liabilities for loss, harm, accidental death, or damage whatsoever, against City and said sponsors and their respective servants, volunteers, employees, or agents that might arise from participation in the display of the Sculpture.

14. **NATURE OF CITY’S OBLIGATIONS.**

All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

15. **NO ASSIGNMENT**

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

16. **NO THIRD-PARTY BENEFICIARY**

Except as set forth herein, no provision of the Agreement is intended to nor shall it in any way inure to the benefit of any other third party, so as to constitute any such person a third-party beneficiary under the Agreement.

17. **AMENDMENT**

No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

18. **GOVERNING LAW AND VENUE**

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

19. **NOTICES**

Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:

City of Columbia
Office of Cultural Affairs
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Manager

If to Artist:

Travis Baker
912 W 4th St.
Sedalia, MO 65301

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

20. **NO WAIVER OF IMMUNITIES**

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

21. **GENERAL LAWS**

Artist shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

22. **ELECTRONIC SIGNATURE**

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

23. **CONTRACT DOCUMENTS**

This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit	Description
A	Approved Design of Sculpture
B	Approved Location for Placement of Sculpture

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement control.

24. **ENTIRE AGREEMENT**

This Agreement represents the entire and integrated Agreement between Parties relative to the Sculpture. All previous or contemporaneous agreements, representations, promises and conditions relating to the Sculpture described herein are superseded.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, on the day and year last written below.

ARTIST

Signature: Travis Baker

Print Name: Travis Baker

Date: 4-4-26

CITY OF COLUMBIA, MISSOURI

By: _____

De'Carlton Seewood, City Manager/sd

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/bt

CERTIFICATION: I, hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number 22005410-504990, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Director of Finance

Exhibit A
Approved Design of Sculpture



