

**CITY STAFF INSTRUCTIONS FOR COMPLETING SHORT-FORM ARTWORK LOAN,  
EXHIBITION, AND CONSIGNMENT AGREEMENT**

1. This form may only be used for artist services under \$3,000 and where only one payment will be made in any fiscal year.
2. This is a **preprinted form; no modifications may be made to this form**. This form has been prepared by the City Attorney's Office and Finance and Administrative Services Department. Departments are to complete the form by handwriting the information in the blanks or by typing in the form fields on the fillable PDF, printing out the agreement, and signing it.
3. Departments shall have a scope of work, dates for beginning and completing all work, a firm dollar amount for the work, and a signed agreement by the artist and department head before the commencement of services.
4. When the work is satisfactorily completed and an invoice is received, the department shall stamp the invoice with the **RED** confirming stamp and have an authorized official sign the invoice. Paper clip the approved invoice on top of the completed short-form agreement, Exhibit A, showing the Scope of Work, required insurance certificates, and a copy of the business license and forward to the Finance and Administrative Services Department.

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**SHORT-FORM ARTWORK  
LOAN, EXHIBITION, AND CONSIGNMENT AGREEMENT**  
*(This form can only be used for artist exhibitions under \$3,000)*

This AGREEMENT is dated for identification this \_\_\_ day of \_\_\_\_\_, by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "CITY"), and \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter "ARTIST"), (CITY and ARTIST hereinafter collectively "Parties" or individually "Party").

ARTIST agrees to temporarily consign to CITY, and CITY agrees to grant ARTIST, temporary exhibition permission to display ARTIST's artwork at a public exhibition in Mountain View City Hall and/or the Mountain View Center for the Performing Arts. ARTIST agrees all sale of artwork during exhibition period shall be handled through the Center for the Performing Arts Box Office.

NOW, THEREFORE, in consideration of the mutual promises contained herein, CITY does hereby engage ARTIST to perform the services set forth herein in accordance with the following terms and conditions:

1. **Exhibition Site.** The exhibition site is \_\_\_\_\_, 500 Castro Street, Mountain View, California.
2. **Term.** ARTIST shall deliver ARTIST's artwork to City Hall, 500 Castro Street, Mountain View, California, for installation by \_\_\_\_\_, 20\_\_\_. The exact date of delivery shall be arranged between CITY and ARTIST. The exhibition dates shall be from \_\_\_\_\_ through \_\_\_\_\_. ARTIST shall remove ARTIST's artwork by \_\_\_\_\_, 20\_\_\_. The exact date of removal shall be arranged between CITY and ARTIST. Artwork installed at the exhibition site shall not be removed by ARTIST until the end of the exhibition period and as set forth herein, subject to Section 6 and Section 9.
3. **Installation and Removal.** CITY shall coordinate the installation and removal and shall assist ARTIST or ARTIST's representative with installation and removal, subject to CITY's availability.
4. **Compensation.** Maximum compensation to ARTIST for providing services set forth in the Scope of Work attached hereto and incorporated herein as Exhibit A, shall not exceed (including reimbursed expenses) \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
5. **Commission.** CITY will charge a twenty percent (20%) commission for all artwork sold by CITY.

6. **Relocation.** ARTIST acknowledges that CITY may, from time to time, relocate said artwork to another CITY facility for display.

7. **Fees.** Any fees charged by credit card companies, debit card companies, and/or their affiliates for processing payments for purchased artwork will be deducted by CITY from ARTIST's compensation.

8. **Taxes.** ARTIST is responsible for all taxes due on any sale by CITY.

9. **Notice of Termination.** ARTIST acknowledges that permission to exhibit the aforesaid artwork may be revoked at any time by CITY, and ARTIST further acknowledges that said artwork may be removed and stored. If the aforesaid artwork is not reclaimed by ARTIST within thirty (30) days of Notice of Termination, CITY or any of CITY's officers or employees may dispose of said artwork as they see fit. It is further agreed that a written request to reclaim the aforesaid artwork executed by CITY and mailed to ARTIST by registered mail at ARTIST's address hereinafter set forth shall constitute "Notice of Termination."

10. **Business License.** Prior to the execution of this Agreement, ARTIST shall comply with Article I of Chapter 18 of the Mountain View City Code. More information is available online at [www.mountainview.gov/our-city/departments/finance-and-administrative-services/billing/business-licenses](http://www.mountainview.gov/our-city/departments/finance-and-administrative-services/billing/business-licenses) or at City Hall, 500 Castro Street, Second Floor, Finance and Administrative Services Department Lobby.

11. **Insurance.** CITY agrees to provide insurance coverage for fire, vandalism, and theft for the artwork for the duration of the exhibition, including the installation and dismantling. At least two (2) weeks before the artwork is delivered to CITY, ARTIST shall provide a written description of the artwork, a photograph of the artwork, the value of the artwork, and the method of determining the value. In the event of damage or loss, ARTIST must provide a certified appraisal which will be used to determine the artwork's value for loss and insurance purposes. The insurance is based on the values provided by ARTIST for the artwork.

There is no recovery for artwork that is lost, stolen, damaged, vandalized, and various other events under One Thousand Dollars (\$1,000). The only recovery for ARTIST is from insurance proceeds, and there is a One Thousand Dollar (\$1,000) deductible that is the responsibility of ARTIST prior to receiving any recovery.

12. **Hold Harmless.** To the fullest extent permitted by law, ARTIST shall defend, indemnify, and hold CITY and CITY's officers, employees, agents, and volunteers harmless from any liability for damage or claims of same, including, but not limited to, personal injury, property damage, and death, which may arise from the acts or omissions of ARTIST or ARTIST's employees, contractors, subcontractors, or agents under this Agreement. CITY shall cooperate reasonably in the defense of any action, and ARTIST shall employ competent counsel reasonably acceptable to the City Attorney.

13. **Applicable Laws and Attorneys' Fees.** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Santa Clara. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing Party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

14. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein. If any attachments or exhibits to this Agreement are inconsistent with this Agreement, this Agreement shall control.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement.

16. **Public Records.** The Parties recognize and acknowledge that CITY is subject to the California Public Records Act, California Government Code Section 7920.000 and following. Public records are subject to disclosure.

17. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

18. **Compliance with Law.** ARTIST shall comply with all applicable laws and regulations of the Federal, State, and local government, including, but not limited to, "The Code of the City of Mountain View, California." ARTIST specifically agrees to comply with any applicable laws, regulations, and/or guidelines relating to COVID-19, including, but not limited to, Centers for Disease Control and Prevention (CDC) guidelines, Santa Clara County Department of Public Health orders and/or guidelines, and CITY's protocols for contractors related to COVID-19 which are located at [www.mountainview.gov/our-city/departments/finance-and-administrative-services/purchasing](http://www.mountainview.gov/our-city/departments/finance-and-administrative-services/purchasing) and incorporated herein by this reference, as amended from time to time.

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IN WITNESS WHEREOF, this Agreement for artwork loan, exhibition, and consignment is executed by CITY and by ARTIST.

“CITY”:  
CITY OF MOUNTAIN VIEW,  
a California charter city and municipal  
corporation

“ARTIST”:  
\_\_\_\_\_

By: \_\_\_\_\_  
Community Development Director

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Taxpayer I.D. Number