

WEST DEPTFORD TOWNSHIP

ORDINANCE # 2017-10

AN ORDINANCE OF THE TOWNSHIP OF WEST DEPTFORD ADOPTING AN ART EXHIBIT POLICY AND PROCEDURE POLICY CONTRACT FOR USE IN THE TOWNSHIP OF WEST DEPTFORD

WHEREAS, the Township of West Deptford (hereinafter referred to as "Township") wishes to adopt an Art Exhibit Policy and Procedure Policy Contract; and

WHEREAS, the Township has created the attached "Art Exhibit Policy and Procedure Policy Contract" (Exhibit "A") for use in various Township facilities.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of West Deptford, County of Gloucester and State of New Jersey that the Township of West Deptford does hereby adopt the attached Art Exhibit Policy and Procedure Policy Contract for use in the various Township facilities.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately upon final passage and publication as required by law.

TOWNSHIP OF WEST DEPTFORD


DENICE DICARLO, Mayor

Attest:


LEE ANN DEHART, Registered Municipal Clerk

INTRODUCED at a meeting of the Township Committee of the Township of West Deptford, held on April 19, 2017.

ROLL CALL VOTE				
	AYES	NAYS	ABSTAIN	ABSENT
Megan Kerr	✓			
James Mehaffey	✓			
Adam Reid	✓			
James Robinson	✓			
Denice DiCarlo	✓			
TALLY:	5			

ADOPTED at a meeting of the Township Committee of the Township of West Deptford, held on May 17, 2017.

ROLL CALL VOTE				
	AYES	NAYS	ABSTAIN	ABSENT
Megan Kerr	✓			
James Mehaffey	✓			
Adam Reid	✓			
James Robinson	✓			
Denice DiCarlo	✓			
TALLY:	5			



Art Exhibit Policy and Procedure Policy Contract

This Art Exhibit Policy and Procedure Policy Contract (“Agreement”), having an effective date as of the date of the last signature hereto, is entered into by and between West Deptford Township (“Township”), a municipality of the State of New Jersey, and _____, an individual having an address of _____ (“Artist”).

Background

A. Township owns and operates the RiverWinds Community Center, located at 1000 RiverWinds Drive, West Deptford, NJ 08086 (“RiverWinds”).

B. Artist is the creator of the artwork (“the Artwork”) listed in Attachment A to this Agreement, which is attached hereto and incorporated herein.

C. Artist wishes to loan the Artwork to Township, and Township wishes to borrow the Artwork, so that Township may display it in the RiverWinds Community Center in accordance with the terms of this Agreement.

NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Loan and License Grant; Advertising; Theme

1.1. Loan. Artist grants to Township a loan of the Artwork, subject to the terms of this Agreement.

1.2. Copyright Permission. Artist grants to Township: (a) the right to display the Artwork at RiverWinds; and (b) the irrevocable right to use images of the Artwork in materials about or relating to the exhibition of the Artwork and/or RiverWinds and Township, and to allow others to do so, in all media, provided that such use shall not be for commercial purposes. Visitors to RiverWinds shall be permitted to take photos of the exhibit. These grants shall survive the termination of this Agreement.

1.3. Personality Rights. Artist grants Township the irrevocable right to use Artist’s name, photograph, likeness, and biography in connection with Township’s exercise of the rights granted in this Agreement. The grant shall survive the termination of this Agreement.

1.4. Advertising. Artists can advertise the exhibition in local press. RiverWinds will advertise through its website, social media and flyers.

1.5. Theme Requirement. The Artist shall choose and develop a theme. That theme should be flexible enough to allow each artist the freedom to express his or herself, but also structured enough to create a cohesive collection of work. Artist shall maintain a high quality of work. Artists are chosen based upon a variety of mediums and styles, and artists who have the most unique interpretations of chosen theme. Artists need to give the minimum size of the wall/floor area needed for the exhibition (and if there are any unusual requirements, such as projections or large constructions.) Artist is required to submit a written explanation of the concept behind the exhibition, plus at least three (3) images to accompany the written report. Artist shall communicate to art manager whether or not there will be any educational elements alongside their exhibition, such as workshops, classes or lectures.

2. Artist’s Warranties and Representations. Artist represents and warrants that he or she: (a) is the sole creator of the Artwork; (b) is the owner of the Artwork and all of the rights under copyright in the Artwork; (c) has full authority to loan the Artwork and grant the rights provided in this Agreement. Artist further represents and warrants that nothing in the Artwork defames any person or entity, infringes any copyright, or otherwise violates the rights of any third party.

3. Credit and Sale Information

3.1. Credit. Township shall include, in conjunction with the display of the Artwork, information identifying Artist as the creator of the Artwork. Artist may indicate in Attachment A the Artist's preferred form for such information. Every piece must have a label including at least artist's name, title, and price. Size is optional. Every exhibitor must provide an artist statement/bio to be displayed in gallery, preferably printed on card stock or attached to mat board.

3.2. Sale of the Artwork. In conjunction with the credit information about the Artwork, Township may, at Artist's request, include contact information for persons interested in purchasing the Artwork. All sales and related negotiations are the sole responsibility of Artist. Township does not handle art sale transactions. The artist and buyer must negotiate separately without RiverWinds staff. If art work is sold during the exhibition, it must remain with the exhibition until the exhibition's conclusion.

4. Transfer, Installation, Care, and Removal of Artwork

4.1. Condition of Artwork upon Transfer to Township. Artist and Township will make mutually agreeable arrangements for the Artwork to be delivered to RiverWinds. The absence of any notation on this Agreement or its attachments as to the condition of the Artwork at the time it was received by Township shall not mean it was in good condition on receipt. Attributions, data, valuations, or price, and any other information shown on the attachments are as given by Artist unless otherwise specified.

4.2. Shipping and Installation. Artist shall pay any cost for shipping the Artwork to and from RiverWinds. Artist's shipping and handling instructions are set forth in Attachment B, which is attached and hereby incorporated herein. All work must be able to be hung by wire and utilize the walker hanging system. Absolutely no nails/screws/hooks will be permitted on gallery walls.

4.3. Care of Artwork. Township shall use reasonable efforts to maintain the Artwork in the condition it is in upon delivery to RiverWinds in accordance with Artist's care instructions as provided in Attachment B. Except with the Artist's permission, Township shall not (i) unframe or remove the Artwork from any mat, mount, or base, or (ii) attempt repairs to the Artwork. Township has the right to execute any emergency preservation measure without Artist's permission if such measure, in the sole discretion of Township, is required to protect the Artwork or other property, or to protect the health and safety of Township personnel or the public.

4.4. Surrender and Removal. Artists are responsible for taking down the Artwork at a designated time agreed upon by the Artist and Program Manager. The Artwork will be returned only to Artist or to Artist's authorized agent or representative, or, in the event of the death of Artist, to the authorized legal representative of the estate of Artist. Township may request removal of the Artwork at any time by sending written notice by certified mail to Artist at the address of Artist as shown in this agreement (or to the last change of address sent by Artist to Township).

5. Duration of Loan and Term of this Agreement

5.1. Duration of Loan. The term of this Agreement begins on the Effective Date and ends two (2) months thereafter. The Artwork may not be removed from Township by Artist during the term of the Agreement without written notice to Township of at least twenty (20) business days.

5.2. Termination. Either Party has a right to terminate this Agreement for convenience by giving the other Party twenty (20) days' written notice. "Termination Date" means the twentieth (20th) day after the date of the terminating party's written notice, unless the parties mutually agree otherwise. In the event of termination, Township shall de-install the Artwork and notify Artist that the Artwork is available for Artist to remove from RiverWinds. Artist shall complete such removal within seven (7) days of the Termination Date.

5.3. Post-Termination Rights. If Artist does not remove the Artwork within seven (7) days of the Termination Date, then Township has an absolute right to place the Artwork in storage, to charge regular storage fees and any related insurance cost, and to perfect and enforce a lien for these fees and costs. If Artist does not remove the Artwork within ninety (90) days after the Termination Date, and in consideration for Township's

storage and safeguarding of the Artwork during this period, the Artwork shall be deemed an unrestricted gift to Township.

6. Security, Risk, Indemnification and Insurance

6.1. Security and Risk. Township shall exercise as much care in respect to the Artwork as Township does in safeguarding its own property. Notwithstanding the foregoing, Artist acknowledges and agrees that Township will provide no additional security for the Artwork beyond the currently contracted security provided at RiverWinds. Artist bears sole responsibility for obtaining and maintaining insurance for the Artwork while it is in transit to or from RiverWinds, being installed or deinstalled, and on exhibit. Artist agrees that the value s/he selects for insurance purposes is the true value of the Artwork.

6.2. Indemnification and Release. Artist agrees to indemnify, defend and hold Township harmless from any liability (including attorney’s fees and the costs of defending any actions) arising out of any claim by any individual, institution, or other person claiming full or partial title or copyright to the Artwork. Artist accepts all risk associated with the Artwork being on display or stored at RiverWinds, and hereby releases all claims and subrogation against Township for any loss or damage to the Artwork, however caused. Township shall not be liable for any injury to Artist, or his/her agents or employees or for any damage or loss of Artist’s work, equipment or other personal property arising out of the exhibition, the mounting and/or any other activities involved in the preparation and/or presentation of the exhibition. Artist agrees to assume all risk of damage to or loss of his/her own art from whatever cause. Artist further agrees to release and to hold harmless West Deptford Township, its officials, officers, directors, employees, volunteers and agents from any and all liabilities and damages to art work and/or persons as a result of any part of Artist’s/Exhibitor’s participation in the Exhibit.

6.3. Insurance. Artist shall be solely and exclusively responsible to insure properly and adequately their work and property.

7. Township Discretion. Township retains sole and complete discretion regarding Township’s exercise of the rights granted in this Agreement, including but not limited to whether Township will accept physical delivery or display of the Artwork, where the Artwork will be displayed within RiverWinds, the manner of installation and removal of the Artwork, how long the Artwork will be exhibited (within the duration of this Agreement), and whether Township will use in any way images of the Artwork. Artist shall not install or remove the Artwork, or modify the Artwork’s display, except with the permission and in conjunction with authorized Township representatives.

8. Notices and Change of Artist’s Address

8.1. Notices. All notices and communications pertaining to this Agreement may be directed as follows:

For Township:

Mandee Casey
RiverWinds Community Center
Program Manager
856-251-0990 ext.105
kernm@riverwinds.org

For Artist:

8.2. Change of Address. It is the sole responsibility of Artist to notify Township of any change of address. In case of death of Artist, the legal representative of Artist is requested to contact Township in writing to provide information regarding the disposition of the Artwork and as to whom and where notices should be sent.

9. Limitations of Actions. Artist agrees that any lawsuit against Township seeking damages for any loss, injury, damage or liability shall be commenced within one (1) year from the date of the event that resulted in the loss, injury, damage or liability.

10. Miscellaneous.

10.1. **No Joint Venture.** Nothing contained in this Agreement is intended to create a joint venture, partnership, or agency relationship between the parties.

10.2. **Severability.** If a court of competent jurisdiction determines any Agreement provision to any extent to be invalid or unenforceable, the remainder of this Agreement will not be affected, and each remaining Agreement provision will be valid and enforceable to the fullest extent permitted by law. If any Agreement provision is capable of more than one construction, one of which would render the provision void and any other of which would render the provision valid, the provision has the meaning that renders it valid.

10.3. **Governing Law and Venue.** The laws of the State of New Jersey, except its conflicts of law provisions, will govern this Agreement. The venue for any action arising under this Agreement will be the Superior Court of New Jersey located in Gloucester County, New Jersey, and each party hereby submits to the jurisdiction of such court.

10.4. **Headings.** The headings used in this Agreement are for convenience only and shall not be used for purposes of interpreting any provision of this Agreement.

10.5. **Waiver.** A party's waiver of any provision, right or remedy under this Agreement must be in writing and signed by an authorized representative of the waiving party to be effective. If a party does waive any provision, right, or remedy under this Agreement, such waiver will not preclude the party from enforcing any other provision, right, or remedy. A party's failure, neglect, or delay to enforce the provisions, rights, or remedies of this Agreement will not be construed or deemed to be a waiver of such party's rights to do so and will not affect the validity or all or any part of this Agreement or prejudice such party's right to take subsequent action.

10.6. **Entire Agreement.** This Agreement, including its attachments hereto, contains the entire agreement between the parties with respect to the subject matter, and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter. This Agreement may not be modified or amended except in writing and signed by a duly authorized representative of each party.

The parties have signed below to indicate their acceptance of the terms of this Agreement.

West Deptford Township:

Artist:

By:

Mandee Casey
RiverWinds Program Manager

Date:

Date:

ATTACHMENT A

Artist Information

Name: _____ **Tel:** _____

Mailing Address: _____

E-Mail: _____

Title of Exhibition: _____

Media: _____

No. of Works: _____

Exhibit Dates: _____ **Official Opening:** _____

Description of Exhibition:

ATTACHMENT B

Shipping and Handling Instructions:

Special Care Instructions: