

LICENSE AGREEMENT
FOR THE DISPLAY OF ART

THIS LICENSE AGREEMENT is by and between the City of Duluth (the "City") and the Duluth Art Institute (the "Institute").

WHEREAS, the Institute desires to display local artists' work (the "Art") on a rotating basis within certain areas of City Hall located at 411 West First Street, Duluth, MN ("City Hall") to enrich the public's experience and promote a sense of place through arts and culture; and

WHEREAS, the City desires to accommodate the Institute's request to display the Art in City Hall as described herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, both parties agree as follows:

1. License: The City grants to the Institute a limited, non-transferable license in the areas of City Hall identified on the attached Exhibit A solely for the purpose of displaying the Art (the "Licensed Premises"). The Institute takes the Licensed Premises in an "as is" condition without representations or warranties of any kind, and the City shall not be obligated to make any alterations or improvements on or to the Licensed Premises. The City shall have the right to modify the location of the Licensed Premises upon written notification by the City's Property and Facilities Manager or designee (the "Manager") to the Institute's Executive Director or designee ("Executive Director") of the new Licensed Premises location. In such event, the City will provide the Institute with an Amended Exhibit A to be attached to this License Agreement. The Executive Director agrees to coordinate the moving of the Art within 72 hours of the Manager's notice or as soon thereafter as reasonably possible.

2. Use of Licensed Premises. The Institute will solicit Art from local artists and will propose each piece of Art to the Duluth Public Art Commission and the Manager for approval. Upon such approval, the Institute will curate and install the Art in the Licensed Premises. The City and the Institute agree that the Art will be rotated on three-month intervals or in such other intervals as agreed upon between the Manager and the Executive Director. Art installed in the Licensed Premises is done so at the Institute's own risk. All Art will be mounted in a manner that is non-intrusive or obstructive to walls or the Licensed Premises unless otherwise agreed to in writing by the Manager. Art in the Rotunda portion of the Licensed Premises may be mounted using the existing screws on the side

walls and two pillars. The Institute shall not make any alterations or improvements to the Leased Premises without the prior written consent of the Manager. The Institute is responsible for all cleaning and maintenance of the Art. The Art may include the artists' contact information but shall not contain any price information.

3. Term and Termination: The date of execution notwithstanding, the term of the License shall commence on April 1, 2018 and shall continue through December 31, 2019. Additionally, this License Agreement may be terminated by either party upon sixty (60) days' written notice to the other party. Upon the expiration or other termination of this License Agreement, the Institute's rights to use the Licensed Premises shall cease and the Institute shall, promptly and in good condition surrender the same to the City. In the event that the Institute has in any way changed, altered or modified the Licensed Premises, the Institute agrees to return the same to the condition they were in at the time of the signing of this License Agreement unless otherwise agreed to in writing by the Director. Any improvements or property not part of the realty shall be removed within fifteen (15) days after the termination of this License Agreement or the same shall be deemed to have been abandoned to the City and the Institute's right to possession shall cease.

Notwithstanding the foregoing, should the institute be in default or violation of any of the provisions of this License Agreement, the City shall provide the Institute written notice of such violation or default and shall allow the Institute thirty (30) days within which to cure or remedy any violations or defaults set forth therein. If such violation or default is not cured or remedied within thirty (30) days, the City may terminate this License Agreement immediately by serving notice to the Institute in the manner described herein and the City, in addition to other rights or remedies it may have, shall have the immediate right to take possession of the Licensed Premises, and after five (5) days' prior written notice to the Institute, may remove all property from the Licensed Premises as provided for herein. In such event, the City will store the Art until such time as the Institute can retrieve and assume possession of the Art. The Institute will retrieve the Art as soon as possible.

4. Artist Release of Liability: The Institute shall obtain a signed waiver from each artist in a form approved by the Manager releasing the City and the Institute from any liability relating to or arising out of the display of her or his Art within the Licensed Premises. The waiver shall also include a provision which provides that the artist understands that the Art will be viewed by the general public and that other use may be made of them, such as being featured in a media event or other promotional efforts, and further consents that neither the City nor the

Institute are responsible for any misappropriation of the Art by any member of the general public or anyone else. Copies of signed waivers will be provided to the City upon request.

5. Insurance: The Institute understands that the City does not maintain insurance covering the Art and it is the sole responsibility of the Institute to obtain such insurance in such amounts it deems sufficient to cover the Art.
6. Notice: Notice to the City or the Institute provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

City: City of Duluth
322 City Hall
411 W. 1st Street
Duluth, MN 55802
Attn: Property and Facilities Manager

Institute: Duluth Art Institute
Attn: Executive Director
506 West Michigan Street, #2
Duluth, MN 55802

7. General Terms and Conditions:
 - a. The Institute shall not assign its interest under this License Agreement or any part hereof.
 - b. It is agreed that nothing contained in this License Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Institute as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend by this License Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this License Agreement.
 - c. In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this License Agreement.
 - d. It is understood and agreed that the entire agreement of the parties

including all exhibits is contained herein and that this License Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

- e. Any amendment to this License Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.
- f. All questions concerning the interpretation or application of provisions of this License Agreement shall be decided according to the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota.
- g. The Institute agrees to defend, indemnify and hold harmless the City, its officers, agents, servants and employees from and against any and all losses, claims, actions, demands, liabilities, judgments, penalties, injunctive relief, costs, damages and expenses or injury to person(s), the Art or the Licensed Premises by reason of any actual or alleged act or omission of the Institute, its officers, agents, employees or volunteers relating to this License Agreement or to the Institute's use or occupancy of the Licensed Premises. If any claim or cause of action is asserted against a party in connection with the performance of this License Agreement, that party will promptly notify the other party of the claim or cause of action. DEDA's liability shall be governed by the provisions of the Minnesota Municipal Limitation of Liability State, Minnesota Statute § 466 et. seq.
- h. The Institute agrees to observe, comply and abide with all laws, ordinances, rules and regulations of the United State of America, the State of Minnesota, and the City and their respective agencies now in effect or hereafter promulgated which are applicable to its activities under this License Agreement.
- i. This License Agreement is to be construed and understood solely as an agreement between the Institute and the City and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third party beneficiary of this License Agreement or of any of the terms and conditions hereof, which, as between the Institute and the City, may be waived at any time by mutual agreement between the Institute and the City.
- j. This License Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this License Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the License Agreement, shall have the

same effect as physical delivery of the paper document bearing the original signature.

CITY OF DULUTH

DULUTH ARTS INSTITUTE

By _____
Mayor

By: _____

Title: _____

ATTEST:

By _____
City Clerk

By: _____

Title: _____

Date: _____

Approved as to form:

City Attorney

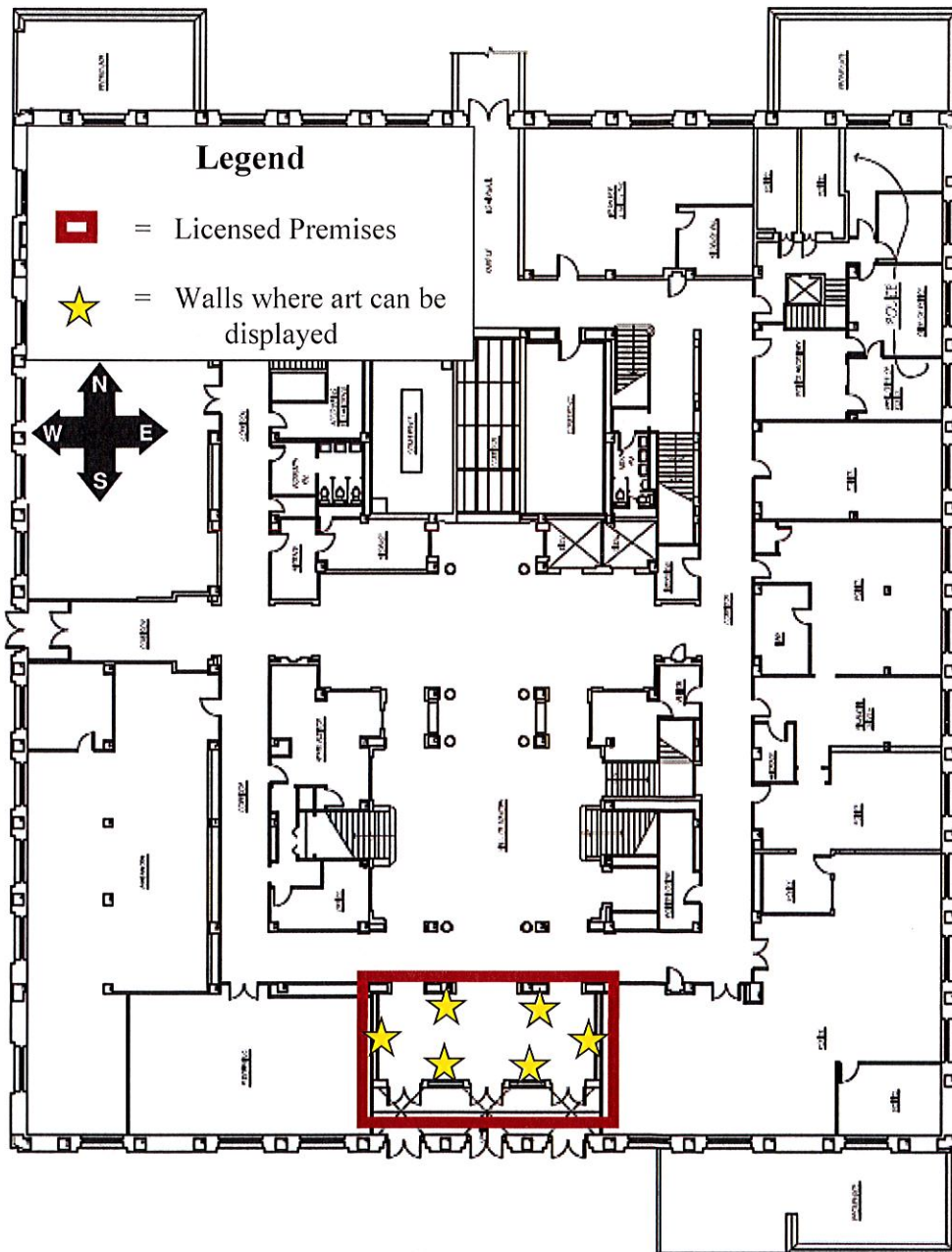
Countersigned:

City Auditor

EXHIBIT A

LICENSED PREMISES

Rotunda Space- 1st Floor



Mayor's Reception Room- 4th Floor

