

ART EXHIBITION AND LOAN AGREEMENT

This Art Exhibition and Loan Agreement is dated as of _____, 202_, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“County”), and _____ (“Artist”).

Recitals

- A. On December 13, 1994, the County’s Board of Supervisors created the Arts and Culture Commission of Contra Costa County (the “Arts and Culture Commission”) for the purpose of advancing the arts in a way that promotes communication, education, appreciation and collaboration throughout Contra Costa County.
- B. The Arts and Culture Commission operates a changing exhibition program in the County’s Administration Building know as *Art Passages*. Exhibitions showcase artists, arts organizations, and diverse creative expressions representative of Contra Costa County. *Art Passages* supports the larger community’s awareness of the arts and each exhibition is on display for approximately three to four months.
- C. The County and the Artist agree that art displays in a community enhance the quality of life in that community. The County and the Artist therefore desire to work cooperatively to display Artist’s work as part of *Art Passages*. Toward that end, the Artist desires to lend art to the County, and the County desires to borrow art from the Artist, on the terms set forth in this agreement.

The County and the Artist therefore agree as follows:

Agreement

1. Loan. In accordance with the terms of this agreement, the County is borrowing from Artist, and the Artist is lending to County, the art identified on Attachment 1 to this agreement.
2. Artist/Lender. The Artist’s name and contact information is as follows:
 - a. Name: _____
 - b. Address _____

 - c. Phone: _____
 - d. Email Address: _____

3. Exhibition. The exhibition details are as follows:

a. Name: _____

b. Location _____

c. Start Date: _____

d. End Date: _____

4. Drop Off and Pick Up. The Artist shall drop off and pick up the art during the dates and times agreed to by the Artist and the Arts and Culture Commission.

5. Warranty. The Artist hereby warrants that they have the right to grant permission for the display of the artworks in accordance with this agreement. Artist also warrants that they have read and agree to the terms of this agreement.

6. Release. The Artist hereby releases the County from any claim, liability, or cost arising from any injury, death, or property damage that may result from the display of art under this agreement, including but not limited to, vandalism, fire, theft, earthquake, or any other cause, other than as a result of the sole negligence or willful misconduct of the County, its employees or agents.

The parties are signing this agreement as of the date set forth in the introductory paragraph.

[Insert signature blocks – no dates]

[Attach an Attachment 1, with the blank table for the description of the art]