

LICENSE AGREEMENT

This License Agreement (the “Agreement”), dated _____, 2017, is made by and between Beacon Arts Community Association, Inc. (“Beacon Arts”), a 501(c)(3) non-profit organization, with a principal place of business located at 380 Main Street, Suite 1A, Beacon, NY 12508 and the City of Beacon, having offices at 1 Municipal Plaza Beacon, NY (the “City”)(the “Parties”).

WHEREAS, this Agreement sets forth the rights and obligations of the Parties in connection with Beacon Art’s installation of artwork at bus shelters within the City of Beacon.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed as follows.

1. Installation. Beacon Arts will make all arrangements and provide all necessary equipment and supplies pertaining to the installation of artwork at City bus shelters.
2. Maintenance and Repair. Beacon Arts is solely responsible for any and all maintenance and repair to the artwork. Beacon Arts shall make periodic on-site inspections of each bus stop to ensure that the artwork remains in good condition, free of vandalism, abrasions, accretion, and substantial discoloration. With advance written notice, Beacon Arts may uninstall or make alterations to the artwork at any bus shelter. The City may at any time request that Beacon Arts repair or remove the artwork for any reason in its sole discretion.
3. Display. The artwork may be displayed at the following bus shelters:
 - 9D and Main at the Visitor's Center
 - Main and Cliff
 - Veterans Place
 - 9D and Hudson
 - 9D at Forrestal Heights
4. Banner Display. Beacon Arts may display a banner for 4-weeks. The banner shall contain the City’s logo.
5. Termination. Beacon Arts, understands and acknowledges that the City reserves the right to terminate this Agreement for convenience and without cause by making a written request to Beacon Arts for removal of any artwork, with 10-days advance written notice. Upon termination of this Agreement, all artwork shall be completely removed. Beacon Arts shall be responsible for any damage to the bus that results from the removal of said artwork.
6. Indemnification and Hold Harmless Agreement

Beacon Arts agrees to indemnify, defend and hold harmless the City and its officers, appointed or elected officials, employees, volunteers, successors, and assigns from and against any and all liability claims, suits, demands, damages, judgments, costs, interest and expenses to which it may be subject, or which it may suffer, by reason of any claim or cause of action arising out of or resulting from the operation of the Bus Shelter Project, any act or failure to act by Beacon Arts, or any of their agents, contractors, employees, licenses, or invitees which arise in connection with (a) Beacon Art's services, including any site preparation and the installation and maintenance of the artwork; (b) any act or omission of Beacon Arts or any of their agents, contractors, employees, licensees, or invitees, including claims for intellectual property and/or copyright infringement by a third party; or (c) Beacon Arts failure to comply with applicable laws or violation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this instrument as of the date first written above.

Beacon Arts

City of Beacon

By: _____

By: _____

Title:

Title:

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.:

On the day of _____, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.:

On the day of _____, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public