

## BEACON 3D LICENSE AGREEMENT

This License Agreement (the “Agreement”), dated \_\_\_\_\_, 2018, 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”)(Collectively, the “Parties”).

**WHEREAS**, this Agreement sets forth the rights and obligations of the Parties in connection with the operation of the Beacon 3D public art exhibit.

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

1. Purpose of the Agreement. The purpose of this Agreement is to memorialize the agreement of the Parties relating to the erection and display of the Beacon 3D public art exhibit on City-owned property (the “Exhibit”). As part of the Exhibit, the City Council has approved the placement of three sculptures entitled “Effluence” by Lori Merhige, “Pop Culture” by Insun Kim and “In the Same Boat” by Ed Benavente (the “Exhibit Pieces”) at City Hall, located at 1 Municipal Plaza, on City-owned property fronting Beekman Street. Images of the Exhibit Pieces are attached hereto.
2. Installation. Beacon Arts will make all arrangements in regard to the packing, transport, installation and removal of the Exhibit Pieces. Beacon Arts shall coordinate all aspects of the installation and removal of the Exhibit Pieces with the City so as to minimize disruption. Both Parties shall at all times have the right to inspect all work involving site preparation and installation of the Exhibit Pieces.
3. Maintenance and Repair. Beacon Arts is solely responsible for any and all maintenance and repairs of the Exhibit Pieces. Beacon Arts shall provide periodic on-site inspections of the Exhibit Pieces. With advance written notice, Beacon Arts may uninstall or make alterations to the Exhibit or any part of the Exhibit Pieces. Beacon Arts was offered the opportunity to maintain the grass adjacent to the Exhibit Pieces, but declined to do so and requested that the City maintain the grass. Beacon Arts shall meet with the City to discuss grass maintenance around the Exhibit Pieces. Beacon Arts recognizes that there could be damage to the Exhibit Pieces from the maintenance of the grass. Beacon Arts agrees to release and hold harmless the City from such damage.
4. Display. The Exhibit Pieces will be displayed in a manner consistent with appropriate safety measures to insure public safety while interacting with the Exhibit Pieces. Beacon Arts will install the Exhibit Pieces in a manner that will protect the safety of the Exhibit Pieces, the public, as well as City-owned property. Beacon Arts shall meet with the Building Inspector prior to the installation of the Exhibit Pieces.

5. Site Restoration: Beacon Arts is responsible for site restoration for any damage caused by Beacon Arts their contractors, agents, employees or third parties in the action of installation, removal, inspection, display, maintenance and repair of the Exhibit Pieces.
6. Insurance: Beacon Arts will maintain the required insurance for the entire length of the Exhibit. Beacon Arts shall ensure that the installers and any staff or third-party contractors who work on City property to provide maintenance or repairs to the - Exhibit Pieces shall carry insurance. Workers' Compensation and Employers' Liability Insurance shall commence before the installation of the Exhibit Pieces on City property. In addition, the City shall be name as additional insured. Beacon Arts will provide the City with a copy of the certificate of insurance prior to the installation of the Exhibit Pieces.
7. 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 the Exhibit Pieces, with 10-days advance written notice. Both Parties may terminate this Agreement without prior written notice if there is an immediate threat to public health, safety and welfare.
8. Term. Unless otherwise terminated as provided for in this Agreement the initial term of this Agreement shall be for a term of one year from May 21, 2018 to May 21, 2019. This Agreement may be renewed for an additional one-year term on the consent of both parties.
9. 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 Beacon 3D public art exhibit, 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) the display of the Exhibit Pieces at the site due to or resulting from 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' not being in compliance with applicable laws or in 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: \_\_\_\_\_  
Title:

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

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

On the    day of \_\_\_\_\_, in the year 2018, 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 2018, 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

**“Pop Sculpture”  
by Insun Kim**



**“In the Same Board”  
by Ed Benavente**

