

ARTWORK LEASE AGREEMENT

This Artwork Lease Agreement (“Agreement”) is made and entered into this ___ day of _____, 20___ (“Effective Date”), by and between _____ (“Artist/Owner”), with a principal place of business located at _____ Indiana _____ and the City of South Bend, Indiana (“City”) Venues Parks & Arts Department (“VPA”) (each a “Party” and collectively referred to herein as the “Parties”).

1. **Artwork Leasing.** The Owner/Artist hereby agrees to lease to VPA the sculptural art piece (“Artwork”) described and depicted in Exhibit A, incorporated herein by reference, for outdoor display at one of the four locations within Howard Park, 219 S. St. Louis Blvd., South Bend, Indiana 46617, as depicted and described in Exhibit B, incorporated herein by reference.
2. **Term of Lease.** The Parties agree that the Artwork will remain on display in Howard Park for a period of 2 years from the date of installation, unless the period of display is terminated earlier by mutual written agreement of the Parties.
3. **Consideration.** VPA will make a one-time payment of \$1,500 to the Artist/Owner for the lease of the Artwork.
4. **Title to Artwork.** Title to the Artwork shall remain at all times with Artist/Owner. No title or right to the Artwork shall pass to VPA, except the rights herein expressly granted.
5. **Delivery and Pickup.**
 - a. The Artist/Owners, at his or her sole expense, is responsible for delivery of the Artwork to Howard Park no later than 30 business days from the Effective Date of this Agreement.
 - b. The Artist/Owner, at his or her sole expense, is responsible for collection of the Artwork from Howard Park no later than 30 business days from the expiration date of this Agreement. If the Artist/Owner fails to collect the Artwork within the agreed to timeframe, the Parties agree, VPA may keep the Artwork on display without additional cost or liability or remove and store it at a City location. If VPA elects to remove and store the Artwork, the Owner/Artist, shall be responsible for reimbursement of VPA for all reasonable costs so associated until the date of collection by the Owner/Artist.

6. **Liability and Indemnification.** The Owner/Artist assumes liability for injuries to persons or damage, destruction or injury to the Artwork up until the Artwork is delivered to where it will be installed at Howard Park (See the art pads displayed in Exhibit B). As a benefit to the Owner/Artist, VPA will install the Artwork. However, the Owner/Artist is required to be present, assist with and approve the installation.
7. **Insurance.** During the term of this Agreement, VPA shall provide insurance for the Artwork up to \$ 9,000, covering fire, natural disasters, theft or damage while on Display.
8. **Entire Agreement; Amendment; Applicable Law.** This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them. This Agreement may be amended only by separate writing, signed by authorized representatives of both Parties. This Agreement will be construed and interpreted according to the laws of the State of Indiana, and any dispute arising out of this Agreement or otherwise concerning the Parties' obligations will be resolved in the courts located in St. Joseph County, Indiana, unless the Parties mutually agree to a different method of dispute resolution.
9. **Severability.** All provisions of this Agreement shall be considered as separate terms and conditions, and in the event any one shall be held illegal, invalid or unenforceable, all the other provisions hereof shall remain in full force and effect as if the illegal, invalid, or unenforceable provision were not a part hereof.
10. **Counterparts.** This Agreement may be executed in two or more counterparts, which taken together shall constitute one and the same agreement between the Parties.

(Signatures appear on the following page)

IN WITNESS WHEREOF, the Parties have executed this Artwork Lease Agreement as of the date first above written.

OWNER/ARTIST NAME

Signature

Printed Name and Title

Street Address

P.O. Box

City, State Zip

Telephone Fax

**CITY OF SOUTH BEND, INDIANA
BOARD OF PARK COMMISSIONERS**

Mark Neal, President

Consuela Hopkins, Vice President

Aimee Buccellato, Member

Dan Farrell, Member

ATTEST: _____
_____, Clerk

EXHIBIT A

Description:

1.) "Perspective" Artist: Robert Bloss

Current location: South Bend, Indiana

Height: 7.5'

Width: 4'7"

Base: 22"x22"

Materials: Stainless Steel

Insurance value: \$9,000.00

Installation Requirements: Sculpture is prepped with guide holes to be bolted to a concrete base.

"Perspective"- Freeform stainless steel sculpture inspired by the resilience of nature and its similarities with the human spirit. This piece is one of four stainless steel sculptures created in 2008 by artist and South Bend native Robert Bloss.









EXHIBIT B



Howard Park Call to Artists

Description

Venues Parks & Arts (VPA) is seeking submissions for four sculptural art pieces to be placed throughout Howard Park. Submissions should be completed pieces of art that the artist would loan Venues Parks & Arts for a minimum of two years to be displayed year-round outdoors at Howard Park. VPA is looking for submissions that are original, creative, and dynamic.

Venues Parks and Arts will pay the artist of each selected work \$1,500 for the two-year lease and provide basic installation and removal. Please see below for additional details.

Location

South Bend's Howard Park is located in the East Bank Village in downtown South Bend along the St. Joseph Riverfront. Fully redeveloped in 2019, the park is a four-season attraction that sees hundreds of thousands of visitors annually and has been recognized as a top destination in the Midwest region. The new park includes a state-of-the-art playground, ice trail and pond with features found nowhere else in the world, riverfront access, trail connectivity to other downtown destinations and parks, ADA accessible paths and plaza space, event center and restaurant space, firepits, beautiful landscaping, and space for public art.

Timeline

Open for submissions: July 13

Applications due: August 10 at 5:00 pm

Artists will be notified of selections: August 24

Installation: within 8 weeks of final selections

What We're Looking For

A guiding principle at VPA is the concept of "Surprise and Delight." We hope that submissions will invoke an element that is both surprising and delightful to guests of Howard Park. This concept could be exhibited in a number of ways – whether it's through a piece that is intriguing, has a social message, allows the viewer to interact with the piece, fits uniquely into the environment surround it, or makes people want to take a picture in front of it ("Instagrammable"). The examples below are meant to provide examples for these types of concepts in action but are not meant to be copied.



Artwork Requirements/ Selection Criteria

Art pieces should be original creations and not replications.

Art piece must be made of durable material that can withstand all weather conditions outdoors in a civic setting for a two-year period. Art must be capable of being secured to a concrete pad.

Content must be appropriate for display in a public park environment. The VPA selection committee reserves the right to determine appropriateness of art submitted.

There may be access to WiFi and electricity. Please detail any such requirement in the submission.

For installation purposes, the base can be no wider than 3 feet in diameter. There are generally no height/width limitations beyond the base. A site visit is recommended, however, for any art that may extend beyond the base or be above 6' in height. The Selection committee reserves the right to determine if the art will not fit the location.

Because of the timeline for installation, the art piece will likely need to already be completed at the time of submission, though submissions for progressive pieces may still be considered by the selection committee.

The artist may sell the art piece while it is in place at Howard Park, but the piece must stay in place for the entire term of the lease unless otherwise agreed to by the City. Any desired increase in insurance on the piece above the original agreement will not be the responsibility of the City.

Installation/Removal

Artist must deliver the art piece to Howard Park on date agreed upon by the artist and VPA but must be on or before September 30th. VPA will install the art piece once it is on location. Installation must be able to be performed using general labor. If any engineering, electrical work, or other specialty trade is required for installation it must be supplied by the artist. Artist must be present for installation and provide any necessary guidance.

Venues Parks & Arts will also provide removal of the art piece in the same manner as installation following the term of the lease. Artwork must be collected by the artist within 30 days following removal of the piece. Any art remaining after 30 days shall become the property of the City.

The City reserves the right to discontinue the lease and remove the art piece at any point during the 2-year term if it is determined in the best interest in the City to do so due to public safety, health, or unforeseen circumstances.

Additional Items

Basic insurance for the art piece will be provided by the City.

VPA will provide a small plaque recognizing the artist and a short description of the art piece.

VPA will provide recognition on the Howard Park and VPA websites of the artist. The artist must agree that the City has full rights to use the image and likeness of the art piece in promotional graphics or any other means that the City determines is in its best interest.

VPA and artist will negotiate final terms once the artwork is selected.

Submission Instructions

Artists submissions should be sent to evaennis@southbendin.gov and include the following:

- Short written description of the art piece including the concept in addition to materials used and any necessary installation requirements.
- Artist must provide document detailing the value of the piece for insurance purposes.

- Several photographs of the art piece that show several angles and details.
- Any special requirements for installation including whether the art piece requires electricity or internet connectivity.
- Dimensions of the art piece and base.
- Artists whose pieces are selected will be required to complete an artwork loan agreement.
- Up to \$1,500 will be paid to the artist directly. Selected artists will need to provide a W-9 and register as a vendor with the City.

Submissions are due on Monday, August 10 before 5:00 pm.

Location Information

Wi-fi and electricity may be available at art pad locations.

Images of each location are below. Dimensions for each art pad are also listed below.



3 feet 11 inches



3 feet



3 feet 11 inches



3 feet 10 inches

See the map below for the four locations where artwork will be placed.

