

## **SUN Airport Art Agreement**

Should that Artwork submitted by the Artist named in the application or its designated agent (collectively “Artist”) be accepted by FMAA, Artist agrees that the Artwork will be displayed pursuant to the terms of this License, and, by accepting the License as set forth below, agrees to be bound to the terms and conditions set forth herein:

The Friedman Memorial Airport Authority (“FMAA”) as operator of the Friedman Memorial Airport (“Airport”), in Hailey, Idaho, has authority to control the Airport Terminal and grounds, including the display of artwork thereon and, subject to final approval of the Art’s Committee, grants this Revocable License to Artist to display artwork submitted herewith (the “Artwork”) at the Airport as follows:

1. Display Site. The placement of the Art (the “Display Site”) shall be at the sole discretion of FMAA in consultation with the Hailey Arts and Historic Commission (“HAC”).
2. Transportation, Installation and Removal. Artist shall be solely responsible for all costs and liabilities related to or arising from the transportation of the Artwork to and from the Display Site. Once the Art has been installed on the Display Site to FMAA’s satisfaction and until removal of the Artwork from the Display Site, FMAA shall provide personal property insurance for the Art in an amount equal to its wholesale value should the work incur major damage. Normal wear and tear shall not be deemed to be major damage. If Artist fails or refuses to pick up the Artwork within forty-eight (48) hours of the end of the Display Period as defined in paragraph 3, below, FMAA may, without limiting any other rights or remedies it may have hereunder, but shall not be required to, place the Artwork in storage and charge reasonable fees, storage fees and insurance costs until Artist causes the Artwork to be retrieved. In such case, FMAA shall have a lien against the Artwork for all such fees and costs.
3. Term and Display Period. The term of this Agreement shall run from April 1, 2017, until the Artwork is removed and the Display Site is restored, at Artist’s expense, to the reasonable satisfaction of FMAA. Artist shall display the Artwork on the Display Site from the time of installation until November 16, 2017 (the “Display Period”). FMAA may terminate the Display Period at any time for reason. If the Artwork is for sale and/or should sell during the Display Period, Artist agrees to replace it with artwork of similar size and format. The replacement work is subject to review by the FMAA prior to installation and may be subject to a modest re-installation fee.
4. Ownership/Authority/Copyright and Reproduction Rights. Artist represents that it owns all right, title and interest in the Artwork or that it has full authority to execute this License. At no time during the course of this License shall FMAA have any right, title or interest in or to the Artwork unless specifically agreed to in

writing by Artist and FMAA. FMAA shall not make any commercial use of the Artwork without the Artist's written consent; however, FMAA may publish and distribute photographs of the Artwork as installed on the Display Site for noncommercial purposes, such as promotional media including newspapers, FMAA website, online media and brochure. FMAA and the Sun Airport Art's Committee reserve the right to use images of your artwork for promotional purposes. Images may be cropped to fit various promotional material such as the SUN art brochure. If you do not agree to possible cropping of your image for promotional uses, please contact the SUN Airport Arts Committee via email at saac@iflysun.com

5. Release and Indemnification. Artist hereby releases, holds harmless and agrees to indemnify and defend the FMAA, its appointed officials, agents, employees and volunteers from and against any and all damages, injuries to persons or property, including damage to the Artwork, personal injuries (without limitation including death), liabilities, claims or obligations in any manner related to or arising from the transportation of the Artwork to the Display Site, its installation thereon and its removal therefrom. Such release and indemnification shall not apply to any damages, injuries to persons or property, including the Artwork, personal injuries (without limitation including death), liabilities, claims or obligations arising from the gross negligence or willful conduct of FMAA, its elected officials, appointed officials, agents, employees or volunteers.
6. No Third Party Beneficiaries. By agreeing to this License, the parties do not intend to create any right, title or interest in or for the benefit of any person other than FMAA and Artist. No person shall claim any right, title or interest under this License nor seek to enforce this License as a third party beneficiary.
7. Compliance with Laws/Public Records. Artist shall comply with all federal, state and local laws, rules and ordinances. This License does not relieve Artist of any obligation or responsibility imposed upon it by law. Without limitation, Artist hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Artist for FMAA, regardless of physical form or characteristics, may be public records pursuant to Idaho Code §§ 9-337 et. seq.
8. Notice. All written communications under this License shall be addressed as follows, unless such address is updated in writing:
  1. To FMAA:
  2. Friedman Memorial Airport Authority
  3. ATTN: Chris Pomeroy, Airport Manager
  4. 1616 AIRPORT WAY

5. HAILEY, ID 83333

6. **To ARTIST:**

7. At the address listed on the Art application materials.

9. Miscellaneous.

- Amendments. This License may only be changed, modified, or amended in writing executed by all parties.
- Headings. The headings in the License are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this License or any provision hereof.
- Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights herein, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, including reasonable costs and attorney fees on appeal.
- Successors and Assigns. This License shall be binding upon all successors, assigns, vendees, successors-in-interest and heirs of Artist.
- Remedies. In the event of default by either party hereunder, the non-defaulting party shall be entitled to seek all available legal and equitable remedies including, without limitation, specific performance.
- No Presumption. No presumption shall exist in favor of or against any party to this License as the result of the drafting and preparation of the document.
- Governing Law. This License shall be governed by the laws and decisions of the State of Idaho.
- Entire Agreement. This License contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matter.
- Execution The parties here to agree to conduct this transaction by electronic means, and that acceptance of the terms as set forth below shall legally constitute execution of the License which shall thereafter be binding on both parties.
- Authority. The parties executing this License warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

**IN WITNESS HEREOF, upon clicking "I Have Read and Agree to the Terms", the Artist has signed this License the day and year the form is submitted.**