

**AGREEMENT TO LOAN ART
OWNED BY THE CITY OF NEWPORT
TO PORT ORFORD PUBLIC LIBRARY**

Whereas, the City of Newport ("CITY") owns seventeen sketches by artist Rick Bartow; and

Whereas, the Port Orford Public Library ("LIBRARY") wishes to borrow the seventeen sketches; and

Whereas, CITY is willing to loan the seventeen sketches to the LIBRARY. This agreement ("Agreement") is entered into between the CITY and LIBRARY.

CITY and LIBRARY mutually agree as follows:

Representations and Warranties.

The person executing this Agreement on behalf of each party warrants and represents that he/she has the authority to execute such agreements.

Insurance.

1. LIBRARY agrees to insure the art for \$50,000 under its insurance policy and name CITY as beneficiary of the insurance for damage to or loss of the art.

Care, Preservation, and Exhibition.

1. LIBRARY agrees to care for the art in the same manner as it does property of its own.
2. LIBRARY agrees to take reasonable precautions to protect the art from fire, theft, damage, water, mishandling, dirt, vermin, pests, and extreme changes in light and humidity.
3. LIBRARY agrees to notify CITY immediately of any damage that occurs to the art.
4. LIBRARY agrees not to modify or change the art in any way.
5. LIBRARY agrees not to lend, loan, sell, or use as collateral the art.
6. LIBRARY agrees to be responsible for all costs of transportation of the art.

Attribution.

1. LIBRARY agrees to give credit to the artist as the creator of the art on any publicity materials produced and/or distributed by LIBRARY.

- LIBRARY agrees to give credit to the Newport Public Library for the loan of the artwork for this exhibit.

Duration and Termination.

- The art will be on loan, by CITY to LIBRARY, beginning on May 1, 2019, and ending on June 30, 2019.


Miscellaneous.

- All notices related to this Agreement shall be sent via e-mail to the addresses below:

NEWPORT PUBLIC LIBRARY
Jan Eastman, Exhibition Coordinator
35 NW Nye
Newport, OR 97365
jan@newportlibrary.org


CITY OF NEWPORT
Spencer Nebel, City Manager
169 SW Coast Highway
Newport, OR 97365
s.nebel@newportoregon.gov

- Any amendments to this Agreement must be in writing and signed by CITY and LIBRARY.
- This Agreement shall be governed by the laws of the State of Oregon.



Spencer Nebel, City Manager
City of Newport

Date: 4-13-19



Denise Willms
Port Orford Public Library

Date: 4.1.19

APPROVED AS TO FORM:



Steven Rich, City Attorney

PROPERTY AND AUTO PROPERTY DAMAGE SUMMARY CERTIFICATE

AGENCY/AGENT - ISSUING CERTIFICATE Date: 03/26/2019

Bain Insurance
P.O. Box 659
Bandon, OR 97411
Joseph Bain
(541) 347-3211

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE COVERAGE DOCUMENTS. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS HEREIN. THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN ANY OF THE FOLLOWING PARTIES: THE AGENCY, NAMED PARTICIPANT, CERTIFICATE HOLDER AND/OR COMPANIES AFFORDING COVERAGE.

NAMED PARTICIPANT/MEMBER - REQUESTING CERTIFICATE **ORGANIZATIONS AFFORDING COVERAGE**

Port Orford Public Library District
PO Box 130
Port Orford, OR 97465
Denise Willms - Director
541-332-5622

Company A - Special Districts Insurance Services (SDIS)

COMPANY AFFORDING REINSURANCE

Company B - Lexington Insurance Company

COVERAGES

This is to certify that Coverage Documents listed herein have been issued to the Named Participant herein for the Coverage Period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the Coverage Documents listed herein is subject to all the terms, conditions and exclusions of such Coverage Documents. Aggregate Limits which are shown may have been reduced by paid Claims, Suits or Actions. The titles referenced under Type of Coverage are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

OR/CO LTR	Type of Coverage	Coverage Document	Effective Date	Expiration Date	Limits/Deductibles	
A B	Auto Physical Damage	34P26002-331	01/01/2019	12/31/2019	Scheduled Autos	See Below
	X				Scheduled Autos	
	X				Hired Autos & Non-Owned Autos	Hired & Non-Owned Autos Limit \$50,000.00 Hired & Non-Owned Autos Deductible \$100 Comp \$500 Coll
A B	Property	34P26002-331	01/01/2019	12/31/2019	Scheduled Property	See Below
	X				Scheduled Property	Earthquake Limit \$2,431,103.00
	X				Earthquake	Earthquake Deductible See Below
					Flood	Flood Limit
	X				Flood	Flood Deductible See Below

Scheduled Auto and Property Details: Refer to attached addendum entitled "Scheduled Auto/Property" for applicable autos and/or property locations. Information is provided as of the date this certificate was issued and is subject to change.

Earthquake Deductible: The sum of two percent (2%) per occurrence (subject to a \$5,000 minimum and \$50,000 maximum) of the value of damaged property at locations listed on the Named Participant's schedule of property or inland marine values at the time loss occurs. In no circumstance will the Earthquake Deductible be less than the Property Deductible listed on the Named Participant's Property Coverage Declaration.

Flood Deductible:

1. With respect to property not located in a federally designated Special Flood Hazard Area (SFHA), the deductible shall be the sum of two percent (2%) per occurrence (subject to a \$5,000 minimum and \$50,000 maximum) of the value of the damaged location(s) listed on the Named Participant's schedule of property or inland marine values at the time loss occurs. In no circumstance will the Flood Deductible be less than the Property Deductible listed on the Named Participant's Property Coverage Declaration.

2. With respect to damaged property wholly or partially within a federally designated Special Flood Hazard Area (SFHA), areas of 100-year flooding, as defined by the Federal Emergency Management Agency, the deductible shall be: (1) \$500,000 per occurrence for each location; (2) \$500,000 per occurrence for personal property within each location; and (3) \$500,000 per occurrence for all other structures.

Coverage Document Type: Manuscript Special Form, including Theft, subject to all Coverage Document terms, conditions and exclusions.

Remarks: Port Orford Library District is borrowing 17 Rick Bartow sketches from the City of Newport, Oregon from May 1st through June 30, 2019. The City of Newport, Oregon is beneficiary of the \$50,000 fine arts coverage per the contract.

Certificate Holder - Requesting Certificate

The City of Newport Oregon
169 SW Coast Highway
Newport, Oregon 97365

CANCELLATION: Should any of the Coverage Documents herein be cancelled before the expiration date thereof, SDIS will endeavor to provide notice in accordance with the SDIS General Liability Coverage Document provisions. Failure to mail such notice shall impose no obligation or liability of any kind upon SDIS, its agents or representatives, or the issuer of this certificate.

Authorized Representative of Named Participant:

Date:

J. Bain 26 March, 2019

Scheduled Equipment

ID	Description	Value	Deductible	EQ	Flood	Valuation
25065	Rick Bartow Art/Sketches	\$50,000	\$500	No	No	Stated Amount