

3293

**ART LOAN AGREEMENT
BETWEEN JOAN LOFTON
AND THE CITY OF NEWPORT**

LOANED ART DESCRIPTION: Large Abstract Metal Sculpture Created by Harold Lofton

DURATION OF LOAN: The sculpture will be on loan to the City of Newport, and displayed outside the Performing Arts Center, through December 31, 2022, unless further extended by mutual consent of the Lender (Joan Lofton) and the City of Newport.

DELIVERY DATE: January 21, 2022

RETURN DATE: December 31, 2022

LENDER: Joan Lofton

ADDRESS: 11550 Logsdan Road
Siletz, Oregon. 97380

PHONE: 541.444.2233

SHIPMENT: The City of Newport, in consultation with its Public Arts Committee, assumes responsibility for delivery of the artwork to the Performing Arts Center, and for removing and returning the work on December 31, 2022, unless the loan is extended by mutual consent of Lender and the City of Newport.

It is understood that the work on loan may be photographed and reproduced for publicity purposes, or illustrated in a catalogue or social media by the City of Newport.


The Lender hereby warrants that she is the owner or authorized possessor of work(s) being loaned and has the authority to execute this agreement.

AGREEMENT:

1. The Lender hereby warrants that the work has not been previously subjected to copyright and that if it has been copyrighted that no actions herein contemplated by the City of Newport will infringe on that copyright.
2. The Lender agrees that she cannot withdraw the loan during the period of this agreement unless by mutual agreement between the Lender and the City of Newport.
3. It is understood that City of Newport will not clean, restore, conserve, or otherwise alter the work without written consent of the Lender. The Lender gives permission for rust protection to be applied to the metal sections of the sculpture as needed.

4. Unless otherwise agreed upon in writing, loans are to be picked up on the date described as the "Return Date" or shipped to the Lender at the Lender's expense in a timely manner. If the Lender fails to remove the loan on the date specified, the City of Newport, fifteen days after the termination date on the loan, shall have the absolute right to place the work in storage, and to charge regular storage fees to the Lender. If, after one year, the work has not been claimed, then in consideration for its storage and safeguarding during such period, the work shall be conclusively deemed to be an unrestricted gift to the City of Newport.
5. The City of Newport will provide insurance on this sculpture during the term of this art loan. Lender agrees to indemnify, defend, and hold harmless the City of Newport from all claims, suits, or actions to the extent caused by the negligent or willful acts or omissions of Lender or their employees or agents under this Agreement.
6. The failure of the City of Newport to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.
7. The foregoing constitutes the entire agreement of the parties and neither this Agreement, nor any subsequent modification, may be made except in writing signed by both parties.

LENDER


Joan Lofton

Date: 1-21-2022

CITY OF NEWPORT


Margaret M. Hawker, Acting City Manager

Date: 1/21/2022