

**CITY OF FRANKLIN APPLICATION AND  
AGREEMENT FOR LOAN OF ART WORK**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, is by and between the City of Franklin (the "City"), a municipal corporation, and \_\_\_\_\_, (the "Lender"), (Lenders' Address)

**WHEREAS** the City has implemented a public art program pursuant to Resolution 2006-33, allowing the exposition of art works in public places and by authorizing a procedure for accepting, installing/displaying, and removing loans of works of art which must qualify according to the procedures for loans of works of art as outlined in the Art in City Hall Program Policy and Procedures; and

**WHEREAS** the Lender has offered to loan works set forth in Exhibit A or described below:

NOW, THEREFORE, the City and the Lender, for the consideration and under the conditions, promised and obligations hereinafter set forth, agree as follows:

Section 1. The work(s) of art are loaned by Lender in its entirety to the citizens of Franklin to be managed on behalf of the citizens by City through its Art in City Hall Program Policy and Procedure, the terms of which are incorporated by reference as if fully stated herein. The Loan Period will begin \_\_\_\_\_, 2009, and end \_\_\_\_\_, 2009.

Section 2. The City accepts the loan of the artwork. The Lender shall cover cost of insurance. The Lender assumes sole liability or responsibility for loss, damage, or theft of the art work.

Section 3. Copyright for the art work is held by the Artist. The Lender authorizes the City to make and utilize photographs, video, film, or other reproductions of the works loaned for the purpose of public relations unlimited in duration. Such reproductions may be disseminated in newspapers, television broadcasts, radio, magazines, newsletters, websites, and other media.

Section 4. As a condition of Lender's participation in this program, Lender, his/her heirs, successors, and assigns agree to release and hold City, the Board of Mayor and Alderman of the City of Franklin, Tennessee, the City's officials, employees, agents and assigns harmless for any injury, loss, delay, or any damage and expense incurred by Lender due to: (i) any incident beyond the City's, including the Board of Mayor and Alderman of the City of Franklin, Tennessee, the City's officials, employees, agent and assigns, reasonable control, including, without limitation, acts of Nature, crimes of violence, or government actions and restrictions; (ii) any events directly or indirectly caused by intentional or negligent acts or omissions by any third party, including but not limited to any member, guest, employee or citizen; and (v) any act or omission of the City, the Board of Mayor and Alderman of the City of Franklin, Tennessee, the City's officials, employees, agent and assigns.

IN WITNESS whereof the parties have executed this Agreement on the date set forth above. Lender represents he/she has full legal authority to enter into this binding Agreement and that s/he has read and agrees to the terms and conditions found in the City of Franklin's Art in City Hall Program Policy and Procedures.

\_\_\_\_\_  
City of Franklin  
109 3<sup>rd</sup> Ave. South  
Franklin, Tennessee 37064

\_\_\_\_\_  
Lender:

\_\_\_\_\_  
Signature of Legal Guardian if Artist is a minor