

ARTWORK DONATION AGREEMENT

THIS AGREEMENT is entered into on this _____ day of March, 2018, by and between the CITY OF HALLANDALE BEACH, a municipal corporation organized under the laws of the State of Florida (hereinafter referred to as "CITY"), and Ruth Gonzalez (hereinafter referred to as "DONOR").

WHEREAS, DONOR wishes to donate artwork to the CITY; and

WHEREAS, CITY wishes to accept ownership of DONOR'S artwork;

NOW, THEREFORE, in accordance with the mutual promises contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and DONOR hereby agree as follows:

1. **DONOR:**

Name: Ruth Gonzalez

Address: 450 Golden Isles Dr, Unit 2J, Hallandale Beach FL 33009

Phone: (502) 419-4677

Email: rgonza21850@aol.com

2. **DONATION:** DONOR transfers all rights of ownership to the artwork listed on this Agreement to the CITY. DONOR shall deliver the artwork to the CITY free and clear of any liens, claims or other encumbrances of any type. DONOR shall furnish a signed, sworn and notarized Warranty of Title, attached hereto and incorporated herein as Exhibit "1". This Section shall survive termination of this Agreement.

Title of Work: Hallandale Beach Water Tower

Artist's Name: Ruth Gonzalez

Medium, Dimension: Oil, 16" x 20"

Year Completed: 2018

Value: \$550

Receiving Department: Parks & Recreation

3. **WAIVER OF RIGHTS:** DONOR shall provide the CITY with an executed Waiver of Artist Rights, attached hereto and incorporated herein as Exhibit "2", for each artwork.
4. **SELECTION AND DISPLAY OF ARTWORK:** CITY shall have sole discretion to select and display any and all artwork.
5. **REPRODUCTION AND CREDIT:** Subject to copyright restrictions, DONOR acknowledges and agrees that CITY may photograph the artwork for publicity and educational purposes. DONOR further acknowledges and agrees that the general public may photograph the artwork. CITY shall credit DONOR with the donation of the artwork and

credit the Artist as the creator of the artwork unless CITY notifies DONOR of other arrangements in writing.

6. **SALE OF ARTWORK:** Should the City wish to sell, donate, or otherwise divest itself of the artwork, the City shall give the artist who originally donated the work the right to take back ownership of the work and to remove it from City property within a specified time.

For IRS purposes, this agreement serves as written acknowledgment of your donation. The City of Hallandale Beach did not provide you any goods or services in consideration of this donation.

By my signature, I, as the DONOR, do hereby represent that: (1) I am fully authorized to donate to CITY the artwork as above listed; (2) the artwork is all in good condition except where noted in the Artwork condition Report; and (3) I have read and agree to abide by the terms of this Agreement.

Donor Signature

Date

Department Director Signature

Date

City Manager Signature

Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

City Attorney

EXHIBIT "1"
WARRANTY OF TITLE

I, Ruth Gonzalez, guarantee and warrant that the artwork listed in the Artwork Donation Agreement is free and clear of any liens, claims or other encumbrances of any type.

Signed, sealed and delivered in the presence of: “DONOR”

Witness Printed Name: _____

Printed Name: Ruth Gonzalez

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on this _____ day of _____, _____, by _____ who is () personally known to me or () who has produced _____ as identification and who did take an oath.

EXHIBIT "2"
WAIVER OF ARTIST RIGHTS

Title of Artwork: Hallandale Beach Water Tower

Artist, or estate thereof, as the creator of the artwork named above, transfers all rights of ownership in artwork to the CITY OF HALLANDALE BEACH, FLORIDA (hereinafter referred to as "CITY"). Artist specifically waives and releases all rights, including all right of attribution and integrity, which Artist may have in the artwork as provided by 17 U.S.C. § 106A and 113(d).

Artist acknowledges that the artwork may be installed at a location of the CITY'S choice. Artist further understands that the CITY may, in the future, desire to display the artwork in another location or under different conditions and Artist agrees that the CITY shall have the right to display the artwork as and where the CITY, in its sole discretion, desires. Artist agrees that the CITY shall have the right to remove the artwork from its CITY-assigned location and acknowledges that the installation of the artwork in the CITY-assigned location and manner of installation may subject the artwork to destruction, distortion, mutilation, or other modification, by reason of its removal. In the event that any dispute arises between the CITY and Artist over the removal of the artwork, Artist agrees that Artist's sole and exclusive remedy shall be to have the CITY permit Artist to remove the artwork so as to minimize any anticipated damage to the artwork. After removal, Artist shall deliver possession of the artwork to the CITY.

Artist represents to the CITY that Artist alone is possessed of the rights transferred or waived above and that Artist is lawfully entitled to transfer or waive all such rights. In the event that Artist prevails in any dispute with the CITY over the ownership or display of the artwork, Artist agrees that Artist's sole and exclusive remedy shall be to have the CITY permit Artist to remove the artwork and, upon returning to CITY any consideration given by the CITY for the artwork, retain possession of the artwork. This waiver shall survive termination of the Artwork Donation Agreement.

Dated this _____ day of March, 2018.

Signed, sealed and delivered in the presence of: **“ARTIST”**

Witness Printed Name _____

Printed Name: Ruth Gonzalez