Memorandum

To: Wally Bobkiewicz, City Manager
From: Paulina Martínez, Assistant to the City Manager
Subject: Contract with Yellowbrick
Date: April 22, 2019

Enclosed is the signed Exhibition Agreement with the Yellowbrick for exhibition of "Yellowbrick Art Exhibition 2019" at the Civic Center’s 2nd floor conference rooms (2402, 2403, 2404) for a period of three months, from September 12 to December 13, 2019.
Yellowbrick

Paulina Martinez <p.martinez@cityofevanston.org>  
To: Susie Hall <shall@cityofevanston.org>  

Susie,

Yellowbrick (https://www.yellowbrickprogram.com/) is an institution in downtown Evanston (Roraty One building) that treats psychiatric and trauma conditions for youth and young adults. They have a residency program. Part of their treatment is art therapy. Student work has been displayed at the Noyes Cultural Center in the past. Staff will vet the They work prior to displaying it.

[Quoted text hidden]

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Paulina Martinez
Assistant to the City Manager
City Manager's Office
Morton Civic Center
City of Evanston

2100 Ridge Ave. | Evanston, IL 60201 | 847-859-7833
p.martinez@cityofevanston.org | cityofevanston.org | evanstonedge.com

Please consider the environment before printing this e-mail.
Civic Center Exhibition Agreement Form

This Civic Center Exhibition agreement, is entered into on this 3 day of APRIL by and between the City of Evanston (hereinafter “City”), an Illinois municipal corporation, and YELLOWBRICK (hereinafter “Arts Sponsor”), an individual.

WHEREAS, the City of Evanston (“City”) owns certain real property including the property commonly known as the Morton Civic Center, 2100 Ridge Avenue, Evanston, Illinois; and

WHEREAS, the Morton Civic Center contains the 2ND FLOOR CONFERENCE ROOMS (2402, 2403, 2404) which provides exhibits from various Arts Sponsors for the cultural enrichment of the public and to promote and benefit the arts community; and

WHEREAS, an exhibition entitled ["Yellowbrick Art Exhibition 2019"] (title of exhibition) consisting of various pieces of art on loan from the Arts Sponsor is scheduled for display in the 2ND FLOOR CONFERENCE ROOMS (2402, 2403, 2404) from SEPTEMBER 12, 2019 TO DECEMBER 13, 2019.

NOW THEREFORE, in consideration of the mutual and several promises and covenants herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

I.RECITALS
The above recitals are incorporated into this Agreement as if fully set forth herein.

II.WARRANTY
The Arts Sponsor hereby warrants that it is not the Arts Sponsor that produced the Gallery Art listed in Exhibit A, attached hereto and made a part hereof. It is authorized to enter into this Agreement to have the Gallery Art loaned to the City of Evanston for exhibition as described herein, and warrants that it has the legal power and authority to execute this Agreement. The title, physical description, and value of each art work to be loaned to the City are contained in Exhibit A (collectively the “Gallery Art”).

III.TIME PERIOD OF LOAN
a. The Arts Sponsor agrees to loan the City various Gallery Art to be exhibited at the Morton Civic Center from September 7, 2019 December 9, 2019 at no charge ($0.00) (the “Loan Term”). If the Gallery Art is still present in the Morton Civic Center after the Term, the Arts Sponsor assumes all risks including theft and damage. The Arts Sponsor represents that he/she will update Exhibit A with any and all additions or deletions after the commencement of the Loan Term to the Gallery Art pieces and provided associated estimated values.

b. The Arts Sponsor shall not withdraw any of the Gallery Art listed in Exhibit A during the duration of the loan without the express written permission of the City, even if one or more Gallery Art pieces are sold during the duration of the Loan Term. The City reserves the right in its sole discretion to remove and return to Arts Sponsor any or all Gallery Art from the exhibit at any time for any reason.

IV.TRANSFER OF OWNERSHIP DURING AGREEMENT
a. If the legal ownership of any of the Gallery Art listed in Exhibit A changes during the period of this Agreement, whether by reason of death, sale, insolvency, gift or otherwise, such art work shall remain subject to the terms of this Agreement.
b. Any new owner will be required at the City’s sole discretion to establish his/her legal right to receive the art work from the City by proof satisfactory to the City. Any such new owner is requested to submit his/her contact information and proof of ownership to the City within 10 business days prior to the expiration of the Loan Term contained in this Agreement to allow for timely verification.

V. MORTON CIVIC CENTER SECURITY AND CLIMATE CONTROL
The Arts Sponsor understands that minimal security exists throughout the Morton Civic Center, including the exhibition spaces. A facility-wide alarm system is in operation when the building is closed. There is no staff assigned specifically to the gallery spaces. The Arts Sponsor additionally understands that the Morton Civic Center does not have a climate-controlled environment and humidity levels vary. The City is not responsible for any damage to the Gallery Art, including but not limited to climate induced damage to work while on Morton Civic Center property.

VI. INSURANCE
The City will retain liability coverage to cover the work of art on loan for any damage caused by City of Evanston employee negligence. The City disclaims liability up to the City’s fine art deductible and in excess of the policy limits. The Arts Sponsor assumes all uncovered risk. The Arts Sponsor represents the estimated value of all art on loan is $[ESTIMATED VALUE] which includes 20 permanent works of art and aprox 20 pieces just for the nigh: $1,000

Insurance provided by Arts Sponsor: If the Arts Sponsor chooses to maintain his/her own insurance, the City must be supplied with a certificate of insurance naming the City as an additional insured or waiving subrogation against the City and all participating institutions and agencies. The City hereby disclaims responsibility for any error or deficiency in information furnished by the Arts Sponsor’s insurer or for any lapses in coverage. The City will not provide any insurance to the work.

VII. HOLD HARMLESS AND WAIVER
PARTICIPANT HEREBY EXECUTES THIS WAIVER AND RELEASE OF LIABILITY AND AGREES TO DISCHARGE AND AGREES NOT TO SUE THE CITY OF EVANSTON, THEIR ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS, FOR LIABILITY FROM ANY AND ALL LOSS OR DAMAGE, PERSONAL INJURY, PROPERTY DAMAGE TO THE GALLERY ART CAUSED BY ANY NEGLIGENCE, EITHER ACTIVE OR PASSIVE OF THE CITY, OR OTHERWISE RESULTING FROM THE EXHIBITION AT THE MORTON CIVIC CENTER.

VIII. DELIVERY, CARE, AND PRESERVATION
a. The Civic Center is accessible for delivery through either set of doors on the east side of the building.
b. There is no sheltered delivery access to the gallery space.
c. The Arts Sponsor shall provide all necessary documentation and sign all release forms prior to delivery of the work. For 2-dimensional works, screw eye-hooks shall be attached to the back upper corners
of the work, with the title and Arts Sponsor indicated on the back. If the Arts Sponsor fails to affix adequate eye-hooks, the City and its employees and agents reserve the right to affix eye-hooks on the upper corners of objects (to obtain proper hanging) without encumbering additional liability for damage to the work or frame that may occur due to affixing said eye-hooks.

d. The City, its employees and agents will take reasonable efforts to protect the Gallery Art, but it makes no representations that it has the capacity or capability to preserve, adequately care for the work, or prevent theft or damage.

IX. MEDIA, RECEPTION


b. Reception: The Arts Sponsor is responsible for all other aspects and expenses associated with the reception, including scheduling the reception with the Cultural Arts Coordinator, providing other refreshments and table coverings, etc.

X. REPRODUCTION AND CREDIT

a. The City may photograph, telecast or reproduce the Gallery Art on loan for archival, educational, catalogue and publicity purposes. The Arts Sponsor hereby agrees and acknowledges that the City will endeavor these activities to promote the Morton Civic Center exhibition and Gallery Art, however the Arts Sponsor acknowledges that he or she cannot assess a fee for this activity ($0.00) or cannot assert or have any expectation of a recovery of a fee in the future from the City.

b. It is understood that the City will not encourage the general public to photograph the Gallery Art. However, the City may not be held responsible if the Gallery Art is photographed by the general public without prior approval.

c. Exhibitor consents to the publication in printed news media or broadcasting by television or radio his/her name, a photographic or broadcast image of the work on display and any or all of the information presented to the City in the Exhibitor’s resume or vita. Exhibitor releases the City from any and all claims, which may arise from the publication or broadcasting of an Exhibitor’s name and additional personal information. Further, the Exhibitor shall indemnify, defend and hold the City harmless from any liabilities, expenses and losses incurred by the Exhibitor as a result of such publications, broadcasting and sales of Exhibitor's work.

XI. SALES

a. The City will not facilitate sales of pieces on exhibit in the Morton Civic Center. Inquiries about purchasing exhibition pieces will be directed to the Arts Sponsor or Arts Sponsor’s Agent.

b. Exhibition pieces that are sold may not be transferred until the contracted date of the art has expired and the artwork installation has been removed from the Morton Civic Center unless otherwise agreed upon in writing.

XII. RETURN OF LOANED GALLERY ART

a. The Gallery Art on loan will be returned to the Arts Sponsor subject to the conditions contained in this Agreement. The loan terminates on the date specified in this Agreement. The Arts Sponsor is responsible for removal of the Gallery Art on that closing date, unless otherwise agreed upon in writing. If the Arts Sponsor or his or her authorized agent does not claim the Gallery Art within five business days
after the last day of the loan period as shown on this Agreement, the Gallery Art shall be placed in unsecured and storage area at the Morton Civic Center. If the Arts Sponsor or his or her authorized agent does not claim the Gallery Art within thirty business days after the last day of the loan period, with written notice via email to the Arts Sponsor, the Gallery Art shall be deemed an unrestricted gift to the City of Evanston and the Arts Sponsor hereby authorizes the City to so proceed in accordance herewith.

b. City reserves the right to have the Artwork removed prior to the expiration of this Agreement if it is deemed at any time to interfere with City operations or if the Artwork creates a health or safety hazard.

XIII. CONTACT INFORMATION

Paulina Martinez
(847) 859-7833
pmartinez@cityofevanston.org
2100 Ridge Avenue
Evanston, Illinois 60201

Arts Sponsor Contact Information:
IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

City of Evanston:
By: Wally Babione
Print Name: Wally Babione
Date: 7-29-2019

Arts Sponsor
By: Sonia McKrell
Print Name: Sonia McKrell
Date: April 15, 2019

Approved as to form:
Michelle L. Masoncup
Corporation Counsel
EXHIBIT A

LIST OF ARTWORK BY NAME AND TITLE