

**Artwork Exhibition License Agreement
La Crosse Regional Airport**

This Artwork Exhibition License Agreement (“License”) is entered into on the date listed below by and between the following parties:

ARTIST:

Name: _____

Address: _____

Phone: _____

Email: _____

and

AIRPORT:

La Crosse Regional Airport

2850 Airport Road

La Crosse, WI 54603

Phone: (608) 789-7464 Fax: (608) 789-7469

In consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and received, the parties hereby covenant and agree as follows:

1. Purpose. The Airport will permit the Artist to display his or her Artwork, which is described in the Artwork List attached and incorporated into this License, in the public areas of the Airport subject to the terms and conditions of this License.

2. Use. Artwork under this License shall be displayed for the purposes of art exhibition and possible sale by the Artist. Except as otherwise provided in this License, the Airport shall not permit the Artwork to be used for any other purposes without the written consent of the Artist. The Airport, however, may use or publish photos of the Artwork as installed for commercial and non-commercial purposes, including marketing, advertising and promotional media for the Airport.

3. Term. The initial term of the display of the Artwork shall be six (6) months. The parties may mutually agree in writing to extend the term for an additional six (6) months under the same terms and conditions of this License. In the event that the Artwork is sold by the Artist during the term of this License, the Artist may remove the Artwork from the Airport upon providing five (5) days written notice to the Airport of such removal, unless the parties mutually agree otherwise.

4. Termination. Notwithstanding any other provision of this License, either party may terminate this License early for any reason upon providing five (5) days written notice to the other party. In the event of early termination, the termination date is the fifth (5th) day after the date of the terminating party’s written notice, unless the parties mutually agree otherwise. Upon termination or expiration of the License, the Artist shall remove the Artwork immediately. If the

Artist fails to remove the Artwork as required, the Airport has an absolute right to remove the Artwork, place the Artwork in storage, charge regular storage fees and any related costs, and perfect and enforce a lien for these fees and costs. Failure to remove the Artwork may also result in the Artwork being deemed abandoned and disposed of accordingly.

5. Installation and Removal of Artwork. The Airport shall exclusively determine and designate the location within the Airport for the public display of the Artwork. The method of installation and removal of the Artwork, including the materials and equipment used, are subject to the approval of the Airport. The Artist shall be solely responsible for the installation and removal of the Artwork, including any necessary materials and equipment. Installation and removal of the Artwork shall be at the Artist's sole expense. Any costs incurred in the return of the Artwork to the Artist, including, but not limited to, packing and shipping charges, insurance costs, other handling expenses, and loss or damage incurred in the delivery and return are solely the responsibility of the Artist.

6. Damage to Airport Property. The Artist or anyone acting on his or her behalf shall not damage Airport property during the installation or removal of the Artwork. In the event that Airport property is damaged during the installation or removal of the Artwork, the Artist shall be responsible for the payment of any and all damages and repairs.

7. Sale of Artwork. The Airport shall allow the Artist to list the Artwork for sale at no charge to the Artist by the Airport but the Airport shall not be a party to or assist in the sale and shall not handle any transfer of Artwork or funds. Any sales shall be solely facilitated by the Artist.

8. Right of Rejection. The Airport shall have the right to reject any Artwork in its sole discretion for any reason that the Airport deems necessitating rejection.

9. Warranty and Representation. The Artist represents and warrants that he or she: (1) is the sole creator of the Artwork; (b) is the owner of the Artwork and all of the rights under copyright in the Artwork; and (c) has full authority to loan and exhibit the Artwork and grant the rights provided in this License. Artist further represents that nothing in the Artwork defames any person or entity, infringes any copyright, or otherwise violates the rights of any third party. Artist agrees to indemnify, defend and hold the Airport harmless from any liability (including attorney's fees and the costs of defending any actions) arising out of any claim by any individual or entity claiming full or partial title or copyright to the Artwork.

10. Assumption of Risk. Artist accepts all risk associated with the Artwork being on display or stored at the Airport, and hereby releases all claims and subrogation against the Airport for any loss or damage to the Artwork, however caused. It is the sole responsibility of the Artist to insure the Artwork for the full value of any Artwork and the Airport offers no insurance coverage in displaying the Artwork.

11. Condition of Artwork. The absence of any notation on this License or its attachments as to the condition of the Artwork at the time it was received by the Airport shall not mean it was in good condition on receipt. Attributions, data, valuations, or price and any other information shown on the attachments are as given by Artist unless otherwise specified.

12. Change of Address. It is the sole responsibility of the Artist to provide the Airport with reliable and current contact information, including address and phone number for the term of this License.

13. Entire Agreement. This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof.

14. Amendment. This License shall be amended only by formal written supplementary amendment. No oral amendment of this License shall be given any effect. All amendments to this License shall be in writing executed by both parties.

15. Independent Contractors. The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this License to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.

16. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City of La Crosse have any personal liability arising out of this License, and Artist shall not seek or claim any such personal liability.

17. No Third-Party Beneficiary. Nothing contained in this License, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

18. Compliance with Law. The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

19. Indemnification. To the fullest extent allowable by law, Artist hereby indemnifies and shall defend and hold harmless the City of La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees, costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of the Artist, or of anyone acting under his or her direction or control or on its behalf in connection with or incident to the performance of this License, regardless if liability without fault is sought to be imposed on the City of La Crosse. Contracting Party's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of the City of La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this agreement shall be construed as the City of La Crosse waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this License.

20. Construction. This License shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This License shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this License are inserted and included solely for convenience but shall never be considered or given any effect in construing this License with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if

any questions of intent should arise. All terms and words used in this License, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

21. Assignment, Sublet, and Transfer. Artist shall not assign, sublet, or transfer its interests or obligations under the provisions of this License without the prior written consent of the Airport. This License shall be binding on the heirs, successors, and assigns of each party hereto. Artist shall provide not less than thirty (30) days advance written notice of any intended assignment, sublet or transfer.

22. No Waiver. The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this License shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

23. Governing Law and Venue. This License and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

24. Jury Trial Waiver. The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this License. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

25. Severability. The provisions of this License are severable. If any provision or part of this License or the application thereof to any person or circumstances shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this License and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the parties have caused this License to be executed by their authorized representatives.

ARTIST:

By: _____

Date: _____

LA CROSSE REGIONAL AIRPORT:

By: _____

Date: _____

Artwork List

	Title/Description	ID #	Medium	Dimension	Price	Delivery Init	Return Init
1							
2							
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