

2025 Sculpture on the Lawn Loan and Exhibition Agreement

This Sculpture on the Lawn Loan and Exhibition Agreement (“Agreement”) is made and entered into by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida (“County”) and **John E. Bannon**, an individual (“Artist”).

WITNESSETH

WHEREAS, the Orange County Arts and Cultural Affairs Office borrows sculptures from various Artists for display on the lawn in front of the Orange County Administration Center; and

WHEREAS, Artist is the owner of the sculpture (“Sculpture”) depicted in **Exhibit “A”** to this Agreement and desires to loan the Sculpture to the County for placement on the lawn at the Orange County Administration Center, located at 201 South Rosalind Avenue, Orlando, Florida (“Administration Center”); and

WHEREAS, the County and Artist desire to enter into this Agreement in order to set forth the mutual understanding of the parties.

NOW THEREFORE in consideration of the foregoing and covenants hereinafter set forth, it is agreed as follows:

1. Purpose of Agreement. Artist, as the sole owner of the Sculpture, hereby agrees to loan the Sculpture to the County for the term specified in Section 2 of this Agreement.

2. Term. The term of the Agreement shall commence on a date no earlier than January 1, 2025, and no later than January 31, 2025; and shall terminate no earlier than January 1, 2026, and no later than January 31, 2026.

3. Loan Fee. County agrees to pay Artist a loan fee in the amount of five thousand and no/100 dollars (\$5,000.00). County shall pay the loan fee in two installments. The first installment shall be in the amount of four thousand and 00/100 dollars (\$4,000.00). The second installment of one thousand and 00/100 dollars (\$1,000.00) shall be paid upon removal. This loan fee is the only consideration that County will pay under the Agreement to the Artist.

4. Artist’s Warranties and Representations. Artist represents and warrants that they: a) are the owner of the Sculpture and all of the rights under copyright laws in the Sculpture; and b) have full authority to loan the Sculpture and grant the rights provided in the Agreement. Artist further represents and warrants that nothing in the Sculpture

defames any person or entity, infringes any copyright or otherwise violates the rights of any third party.

5. Durability of Sculpture. Artist represents and covenants that the Sculpture is made of durable material and will withstand the weather and climate in the area. The Artist assumes all responsibility and risk for any deterioration or weathering caused to the Sculpture as a result of its loan to the County.

6. Placement of the Sculpture. County will determine a location for the exhibition of the Sculpture on the Administration Center lawn. Based upon information about the location supplied by the County, Artist will provide a sketch of any required physical support base and the method of attachment to existing concrete pad construction. Once approved by the County, the Artist will modify the Sculpture, if necessary, with any required elements to attach the Sculpture to the existing concrete pad construction.

7. Delivery of the Sculpture. The Artist will agree to a precise delivery date with the County. Delivery shall take place during regular business hours unless specifically agreed to by the County. The Sculpture will be delivered to the exhibition location and installed on the existing concrete pad or temporary sculpture base at the precise location directed by County staff. The Artist is responsible for all shipping costs as well as the cost of the delivery vehicle used to deliver the Sculpture to the exhibition location. The Artist is responsible for bearing all costs associated with installation of the Sculpture. The County will provide the hardware specifications to attach the Sculpture to the concrete and temporary base pads.

8. Removal of the Sculpture. Artist will agree to a precise removal date with the County. Removal shall occur during regular business hours unless specifically agreed to by the County. The Sculpture will be removed from the exhibition location under the supervision of County staff. Artist will remove the Sculpture from the existing concrete pad construction on the pick-up date. Artist is responsible for all shipping costs associated with removal of the Sculpture.

9. County Discretion. County retains sole and complete discretion regarding County's exercise of rights granted under this Agreement. County reserves the right to move the Sculpture at any time, to any location, on the Administration Center lawn, or other County property, or to remove the Sculpture at any time from the exhibition. Except during an emergency related to public safety or the safety of the Sculpture, the County will contact the Artist prior to moving the Sculpture.

10. Insurance. County will insure the Sculpture up to its stated value or fifty thousand and 00/100 dollars (\$50,000.00), whichever is less, for theft or major vandalism. Artist will be responsible for any repairs needed due to fabrication defects or reasonable wear and tear of the object in a public location.

11. Sale of Sculpture during Exhibition. Artist is permitted to sell the Sculpture on display during the term of the Agreement. If the Sculpture is removed before the year-long display has ended, Artist agrees to replace the Sculpture with another similar sculpture. Artist must submit the new sculpture for approval by the Arts Commission prior to removing the Sculpture. If the Artist sells the Sculpture during the term of the Agreement and has it removed prior to the end of the term of this Agreement, the Artist agrees to contribute thirty percent (30%) of the Sculpture's sale to the County's Public Art program.

12. Indemnification. To the fullest extent permitted by law, Artist will defend, indemnify and hold harmless County from and against all claims (including claims of copyright infringement), damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the display of the art works as listed in this Agreement.

13. Additional expenses. Any expenses not addressed in this Agreement shall be the responsibility of the Artist.

14. Notices. All notices and communications pertaining to this Agreement shall be in writing, sent via certified mail with return receipt requested, and directed as follows:

County: Orange County Board of County Commissioners
Attn: Arts and Cultural Affairs
450 E. South St., Suite 345
Orlando, FL 32801

With copy to: County Administrator
P.O. Box 1393
Orlando, Florida 32802

Artist: John E. Bannon
2240 N. Campbell Ave.
Chicago, IL 60647
jeb@johnebannon.com
(773) 304-8124

Notice shall be deemed received on the third business day after mailing by certified mail with return receipt.

15. Change of Address. It is the sole responsibility of Artist to notify County of any change of address.

16. Photographs of Sculpture. Artist grants County the right to photograph and distribute photographs of the Sculpture for non-commercial public information purposes. Photographs may appear in media releases, County newsletters, on the Orange County website, and exhibition printed matter and/or website. Artist will provide County with digital images and printed matter.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

18. Venue. Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.

19. No Third-Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to this Agreement.

20. Waiver. A party's failure, neglect or delay to enforce the provisions, rights or remedies of this Agreement will not be construed or deemed to be a waiver of such party's rights to do so and will not affect the validity of all or any part of this Agreement or prejudice such party's right to take subsequent action.

21. Entire Agreement. This Agreement, including its attachments hereto, contains the entire agreement between the Parties with respect to the subject matter, and supersedes all previous communications, representations, understandings, and agreements either oral or written, between the Parties with respect to the subject matter. This Agreement may not be modified or amended except in writing and signed by a duly authorized representative of each Party.

IN WITNESS WHEREOF, the parties have executed this Agreement of the date and year of the last signature below.

COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings

Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller,
as Clerk of the Board of County Commissioners

By: _____

Deputy Clerk

Printed Name

ARTIST:

By:  _____

John E. Bannon

Date: 11/20/2024

EXHIBIT "A"

2025 SCULPTURE ON THE LAWN EXHIBITION AGREEMENT BETWEEN
ORANGE COUNTY
AND
JOHN E. BANNON

ARTWORK

TITLE: *Drop*

DATE: 2019

MATERIALS: Painted steel, cast urethane

DIMENSIONS: 144" x 20" x 22"

RETAIL PRICE: \$18,000.00

