


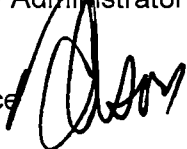


Interoffice Memorandum

March 5, 2019

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

THRU: Randy Singh, Deputy County Administrator 

CONTACT: Terry Olson, Administrator
Arts and Cultural Affairs Office 

SUBJECT: March 26, 2019 – Consent Agenda Item
Approval of Artwork Loan and Exhibition Agreement between
Orange County and Chitra Ramanathan

Three times a year our office borrows art from various institutions and art owners that fit one of the following categories: 1) from major collections in the area, 2) from artists who have lived or worked in Orange County and have a national reputation, or 3) from artists whose work fits a particular theme.

Chitra Ramanathan's artwork, "Lyrical Profusion," came from Vero Beach for our current "Diversitastic!"-themed Art in the Chambers exhibition. This agreement was approved by the County Attorney's office and allowed us to have her work on loan for four months.

ACTION REQUESTED: Approval and execution of Artwork Loan and Exhibition Agreement by and between Orange County, Florida and Chitra Ramanathan for the period of October 12, 2018 through February 15, 2019.

TO/Is

- c. Byron W. Brooks, AICP, County Administrator
- Randy Singh, Deputy County Administrator

Artwork Loan and Exhibition Agreement

This Artwork 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 **Chitra Ramanathan**, an individual ("Artist") (each a "Party" and collectively "Parties").

WITNESSETH

WHEREAS, the Orange County Arts and Cultural Affairs Office borrows art from various institutions, artists and art collectors for display in the "Art in the Chambers" exhibitions; and

WHEREAS, Artist is the owner of a work of art entitled "Lyrical Profusion," a 67 inch by 48 inch acrylic on canvas with a value of \$10,450.00 ("Artwork"); and

WHEREAS, Artist desires to loan the Artwork to the County for placement in the Orange County Board of County Commissioners Chambers, located at 201 South Rosalind Avenue, Orlando, Florida; and

WHEREAS, the Parties agree to the terms and conditions as set forth in this Agreement.

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 and creator of the Artwork, hereby agrees to loan the Artwork to the County for the period of time specified in Section 2 of this Agreement.
- 2. Term.** The term of the Agreement shall commence on October 12, 2018 and terminate on February 15, 2019.
- 3. Loan Fee.** County agrees to pay Artist a loan fee in the amount of \$300.00.
- 4. Artist's Warranties and Representations.** Artist represents and warrants that she a) is the sole creator of the Artwork; b) is the owner of the Artworks and all of the rights under copyright in the Artwork; and c) has full authority to loan the Artwork and grant the rights provided in the Agreement. Artist further represents and warrants that nothing in the Artwork defames any person or entity, infringes any copyright or otherwise violates the rights of any third party.
- 5. Transportation.** Artist shall be solely responsible for making arrangements with a professional courier service to deliver and pick-up from the Orange County

Administration Center, located at 201 South Rosalind Avenue, Orlando, Florida. Artist shall be financially responsible for all costs of transportation.

6. Care of Artwork. County will exercise the same precautions for the Artwork as it would for the safekeeping of comparable property of its own. County has the right to execute any emergency preservation measure without Artist's permission if such measure, in the sole discretion of the County, is required to protect the Artwork or other property, or to protect the health and safety of County personnel or the public.

7. Indemnification. To the fullest extent permitted by law, Artist will defend, indemnify and hold harmless the 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.

8. Security and Risk. County shall exercise as much care in respect to the Artwork as County does in safeguarding its own property. Notwithstanding the foregoing, Artist acknowledges and agrees that County will provide no additional security for the Artwork beyond the currently contracted security provided at the Orange County Administration Center. Artist bears sole responsibility for obtaining and maintaining insurance for the Artwork while it is in transit to and from the Orange County Administration Center, being installed or de-installed, and on exhibit. Artist agrees that the value s/he selects for insurance purposes is the true value of the Artwork.

9. 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.

[Remainder of Page Intentionally Left Blank]

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*

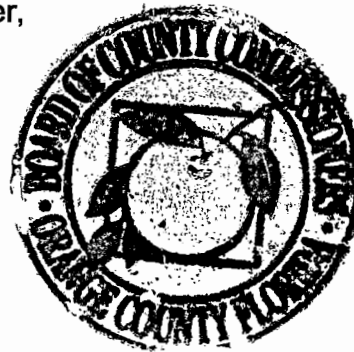
for Jerry L. Demings
Orange County Mayor

Date: 26 Mar 19

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

By: *Katie Smith*
Deputy Clerk

Katie Smith
Printed Name



ARTIST:

Chitra Ramanathan

By: *Chitra Ramanathan*
Chitra Ramanathan

Date: 2/14/2019