



Interoffice Memorandum

September 16, 2021

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

THRU: Carla Bell Johnson, AICP, Assistant County Administrator *CBJ*

CONTACT: Terry Olson, Administrator *Olson*
Arts and Cultural Affairs Office

SUBJECT: September 28, 2021 – Consent Agenda Item
Art in the Chambers Loan and Exhibition Agreement

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.

Reg Garner has agreed to loan a selection from his collection for exhibition from October 1, 2021 through February 18, 2022.

This agreement was approved by the County Attorney's office.

ACTION REQUESTED: Approval and execution of Art in the Chambers Loan and Exhibition Agreement by and between Orange County, Florida and Reg Garner for the period of October 1, 2021 through February 18, 2022.

TO/ls

- c. Byron W. Brooks, AICP, County Administrator
Carla Bell Johnson, AICP, Assistant County Administrator

BCC Mtg. Date: September 28, 2021

Art in the Chambers Loan and Exhibition Agreement

This Art in the Chambers 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 **Reg Garner**, ("Lender").

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, Lender is the owner of the artwork ("Artwork") listed in Attachment A to this Agreement and 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.** Lender, as the sole owner 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 Friday, October 1, 2021 and terminate Friday, February 18, 2022.
- 3. Loan Fee.** County agrees to pay Lender a loan fee in the amount of five hundred and no/100 dollars (\$500.00). This loan fee shall be the only consideration that County will provide to Lender.
- 4. Lender's Warranties and Representations.** Lender represents and warrants that they a) are the owner of the Artworks and all of the rights under copyright in the Artwork and b) have full authority to loan the Artwork and grant the rights provided in the Agreement. Lender 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.** Lender shall solely be responsible for packing and transporting the Artwork to and from the Orange County Administration Center, located at 201 South Rosalind Avenue, Orlando, Florida. Lender 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 Lender'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.

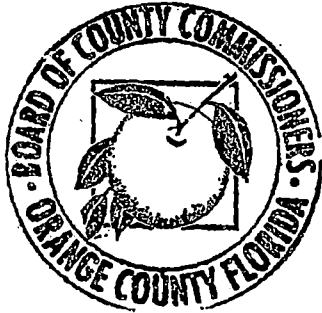
7. Indemnification. To the fullest extent permitted by law, Lender will defend, indemnify and hold harmless the County from and against all claims (including claims of copyright infringement), damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from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

8. Security and Risk. County shall exercise as much care with respect to the Artwork as the County does in safeguarding its own property. Notwithstanding the foregoing, Lender 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. County will insure the Artwork while on exhibit at the Administration Center.

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 and 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: *Brandon B. Brown*

for Jerry L. Demings
Orange County Mayor

Date: September 28, 2021

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

By: *Katie Smith*

Deputy Clerk
Katie Smith

Printed Name

LENDER:

Reg Garner

Reg Garner Nature Photography and Gallery
116 S. Park Ave, Sanford, FL 32711

By: *Reg Garner*
Reg Garner

Date: 8-26-2021

ATTACHMENT A

Reg Garner Photography

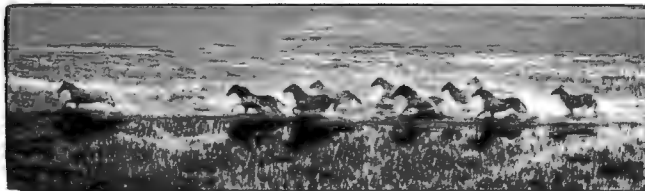
www.reggarner.com

407-592-0266

Title: Horses of St Johns

Size: 80 x 24

Price: \$ 1,400



Title: Lake Eola Swans

Size: 72 x 48

Price: \$ 2,100



Title: River's Edge

Size: 80 x 30

Price: \$1,800



Title: Florida Thunderstorm

Size: 64 x 48

Price: \$2,200



Title: Early morning on the Econlockhatchee

Size: 40 x 32

Price: \$ 1,200



Title: Trees in Fog

Size: 70 x 48

Price: \$1,200



Title: Palm Hammock - Econlockhatchee River

Size: 80 x 30

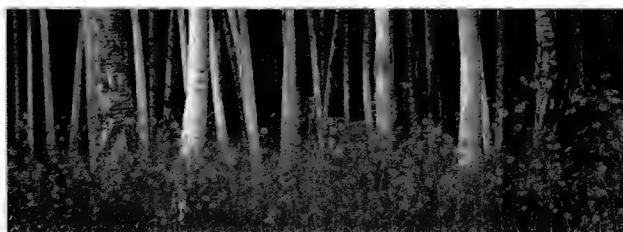
Price: \$ 1,800



Title: Wildflowers in Palms

Size: 80 x 30

Price: \$ 1,800



Title: Magestic Cypress - Deep Creek

Size: 48 x 60

Price: \$ 2,100



Title: Lake Norris Sunrise

Size: 48 x 60

Price: \$ 2,100

