

10/12/16

ARTIST AGREEMENT FORM
for
Provision of Artwork

This Artist Agreement is entered into this ____ of _____, 2016, by and between Jacksonville Zoological Society, Inc. (ZOO), a not-for-profit organization, and _____ (Artist), to provide Artwork to be installed at ZOO in connection with the Zoo Lights event in December 2013, on the premises at 370 Zoo Parkway, Jacksonville, Florida, 32218.

In consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. PROJECT DESCRIPTION.

(a) Artist shall create, deliver, install and uninstall Artwork at Jacksonville Zoo & Gardens, 370 Zoo Parkway, Jacksonville, Florida.

(b) Artwork shall consist of: (*description*)

(c) Artwork shall be installed by December 2, 2016, shall remain in place through January 1, 2017 and shall be uninstalled during the week of January 2, 2017.

(d) The preliminary concept for Artwork submitted by Artist in response to the Call for Artist Proposals has been approved by ZOO. Artist shall not commence fabrication of Artwork until authorized by ZOO after final design review as described in this Section.

(e) Prior to fabrication of Artwork, Artist shall prepare and submit to ZOO sketches, drawings, images and details and such other materials as may reasonably be requested by ZOO to carry out a final design review prior to ZOO issuing an authorization to proceed.

(f) Artist shall certify compliance of Artwork with applicable governmental codes, statutes, ordinances, and regulations and agrees to secure any licensing in accordance with applicable laws as may be required by local, state and federal authorities. ZOO is not responsible for determining which codes, statutes, ordinances, regulations, permits or licenses are required and shall not be liable for any fees, fines or penalties imposed on Artist for failure to obtain the necessary licenses or permits. Artist shall not use ZOO's tax numbers or licenses. Artist agrees it will pay all appropriate tax liabilities connected to its work.

(g) Artist shall be responsible for all costs for design, materials, fabrication, transportation, delivery, installation and travel in connection with Artwork. ZOO shall provide funds, materials, equipment, etc. as agreed upon with Artist and as described below in Section 8.

2. INDEMNIFICATION/RELEASE

Artist agrees to indemnify and hold free and harmless, assume legal liability for and defend ZOO, their officers, employees, agents and servants, whether they be current or former, from

and against any and all actions, claims in law or in equity, including claims for bodily injury or death of persons and for loss of or damage to property, which in any manner directly or indirectly may arise from the negligent acts or omissions or other wrongful conduct of Artist. This indemnification for any conditions, negligent acts or omissions by Artist shall survive for a period of one year following acceptance of the Artwork by ZOO.

3. INSURANCE

(a) Prior to delivery and installation of Artwork, ZOO shall arrange for general liability and property damage insurance to protect Artist and ZOO, from any claims for damages for personal injury, including accidental death, as well as from claims of property damage which may arise from operations under this Agreement while Artwork is on display at the Jacksonville Zoo & Gardens during the event.

(b) ZOO will not be responsible for insurance covering damage to or loss of Artwork during fabrication, delivery, installation, Zoo Lights event or uninstallation of Artwork.

(c) Artist will be responsible for any applicable Worker's Compensation insurance coverage for themselves or any of their employees or associates.

4. SAFETY

(a) Artist shall comply with all applicable safety laws, ordinances, rules, regulations and orders of any local, state and federal public authority relating to the safety of persons and property. Artist agrees not to use any property and/or product that is owned and/or purchased by ZOO unless expressly agreed to by ZOO.

(b) Artist shall comply with ZOO Rules and Regulations. ZOO is a smoke and tobacco-free facility, and no smoking or tobacco use is allowed on the premises.

5. TITLE AND RISK OF LOSS

Title to the Artwork shall remain with Artist. Artist assumes full responsibility and risk of loss for Artwork, except as noted above in Section 3.

6 TERMINATION OF THE AGREEMENT

At any time during the term of the agreement, ZOO has the right, without liability, to give Artist a ten (10) day notice of terminating this Agreement with or without cause.

Any notice of termination of this agreement shall be in writing and addressed as follows and shall be deemed given when delivered in person or by courier or on the third business day after mailed, postage prepaid, by certified mail, return receipt requested. Any other notice given in connection with this agreement shall be in writing and addressed as follows and shall be deemed given when first class mail is received:

If to ZOO: Jacksonville Zoological Society, Inc.
Attention: Bob Chabot, Director of Horticulture & Facilities
370 Zoo Parkway
Jacksonville, Florida 32218

If to Artist: _____

7. RECOGNITION

ZOO retains the right to use images of Artwork for promotional purposes. When such images are used, they shall be accompanied by a credit to Artist and a copyright notice in substantially the following form: © "Title of Work" by "Artist", "Date."

8. SUPPORT AND PAYMENT

ZOO agrees to provide Artist as support (list materials, equipment, etc.) _____

and to pay Artist a lump sum of \$_____ for Artwork. Payment will be made in the amount of 50% of total upon execution of this Agreement, and the remainder upon the completion and acceptance of Artwork by ZOO. No other support or payment will be authorized unless by signed written amendment to this agreement by both Artist and ZOO.

9. ARTIST AND/OR EMPLOYEES OR ASSOCIATES

Artist and/or its employees or associates are not Jacksonville Zoological Society, Inc. employees. They will not receive any of the benefits available to ZOO employees, including any coverage under Worker's Compensation.

10. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that the relationship created between Artist and ZOO by this Agreement is that of independent Contractor, and except as set forth in this Agreement, neither party shall have the right to direct and control the day-to-day activities of the other or to create or assume any obligation on behalf of the other party for any purpose whatsoever. Nothing in this Agreement shall be deemed to constitute the parties as partners, joint-venturers, co-owners or otherwise as participants in a joint or common undertaking. Except as set forth in this Agreement, all financial obligations associated with each party's business are the sole responsibility of that party.

11. TAXES, ASSESSMENTS AND REQUEST FOR TAX PAYER IDENTIFICATION NUMBER AND CERTIFICATION

Upon signing of Agreement, Artist will provide the ZOO a completed IRS Form W-9 Request for Taxpayer Identification Number and Certification, and no payments will be issued without receipt of completed IRS Form W-9 to ZOO Finance department.

In addition to, and not in limitation of, the foregoing obligations and covenants, Artist shall be responsible for any and all federal, state, and local taxes arising from or relating to the performance under this agreement and all other activities and obligations under this agreement, including, without limitation, all federal, state, and local unemployment taxes and federal and state income and social security taxes to be withheld from wages, where applicable.

12. LIMITATION OF LIABILITY

Artist agrees and acknowledges the maximum liability, if any, of ZOO for all damages, including contract damages and damages for injuries to person or property whether arising from ZOO's breach of this Agreement, breach of warranty, negligence, strict liability, contract, statute, tort of any kind, or otherwise with respect to this Agreement is limited to an amount not to exceed the cost of Artwork. IN NO EVENT SHALL ZOO BE LIABLE TO ARTIST FOR ANY INDIRECT, DIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST INCOME, LOST

REVENUES, BUSINESS INTERRUPTION, OR LOST BUSINESS ARISING FROM THE RELATIONSHIP BETWEEN ARTIST AND ZOO, INCLUDING ALL PRIOR DEALINGS AND AGREEMENTS, OR THE CONDUCT OF BUSINESS UNDER, OR BREACH OF, THIS AGREEMENT OR THE TERMINATION OF THIS AGREEMENT OR BUSINESS RELATIONS WITH ARTIST, REGARDLESS OF WHETHER ARTIST SEEKS DAMAGES UNDER ANY THEORY OF LAW AND EVEN IF ARTIST ADVISED ZOO OF POSSIBLE DAMAGES. ARTIST ONLY MAY RECOVER DAMAGES, IF ANY, WITHIN THE LIMITATIONS IN THIS AGREEMENT. THOSE DAMAGES, IF ANY, SHALL CONSTITUTE ARTIST'S EXCLUSIVE REMEDY IN LIEU OF ANY OTHER REMEDY ARTIST MAY HAVE AT LAW OR IN EQUITY.

13. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended, or shall be deemed, to confer any rights upon any person who is not a party to this Agreement.

14. NO FIDUCIARY RELATIONSHIP

Nothing in this Agreement creates any relationship of trust or fiduciary relationship between ZOO and Artist.

15. NO SUBCONTRACTOR

Artist shall not subcontract to any person, without ZOO's prior written consent, the right or obligations under this agreement. If Artist breaches this Section, ZOO may terminate this agreement immediately.

16. GOVERNING LAW

This Agreement shall be construed, governed, and enforced under the laws of the State of Florida.

17. MODIFICATION

The terms of this Agreement can only be modified or amended by a written agreement signed by ZOO and Artist.

18. SEPARATION

The invalidity or unenforceability of any term or provision of this agreement, any portion of this agreement, or any application of any term or provision of this agreement shall not affect the validity or enforceability of the remainder of this agreement or any other application of any term or provision of this agreement.

19. USE OF JACKSONVILLE ZOO & GARDENS' NAME

Artist understands that listing Jacksonville Zoo & Gardens as a customer has value and therefore agrees that Artist will not list Jacksonville Zoo & Gardens as a customer in any press releases, advertisements, trade shows, posters, reference lists, or similar public announcements without ZOO's written permission. Artist may verbally reference Jacksonville Zoo & Gardens as a customer in private conversations with or private letters to prospective Artist customers.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement by and between the parties hereto. No statement, representation, writing, understanding or agreement made by either party, or any representative of either party, which are not expressed in this Agreement shall be binding. All changes, additions, deletions, amendments to or modifications of this Agreement or any of its

terms, conditions and provisions shall be binding only when made in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

ARTIST

(Artist's printed name) _____ Artist

(signature) _____ Date _____

(Witness' printed name) _____ Witness

(signature) _____ Date _____

ZOO

(ZOO's printed name) _____ ZOO

(signature) _____ date _____

(Witness' printed name) _____ Witness

(signature) _____ Date _____
