

**AGREEMENT BETWEEN THE NORMAN PUBLIC ARTS BOARD, THE
NORMAN ARTS COUNCIL, THE CITY OF NORMAN, AND THE BOARD OF
REGENTS OF THE UNIVERSITY OF OKLAHOMA FOR THE DISPLAY OF
WORKS OF ART AT LION'S PARK, NORMAN, OKLAHOMA**

This agreement between the Norman Public Arts Board (PAB), the Norman Arts Council (NAC), the City of Norman (City), and the Board of Regents of the University of Oklahoma (University) attests to the desire of the parties to display works of art (Works) created by the students of Professor Jonathan Hils, University of Oklahoma, School of Art and Art History, on a temporary, rotating basis, for a period of ten (10) years. The exhibition of Works will be staged at Lion's Park in Norman, Oklahoma. The Works shall be displayed in Lion's Park in the locations marked on the attached photo. No more than six (6) Works shall be displayed at one time. No Work shall be displayed for more than six (6) months.

The PAB will provide suitable concrete pads for the Works. PAB and the University shall be responsible for maintaining the pads. It shall be the responsibility of the University to install the Works on the provided pads and to be responsible for maintaining and repairing the Works. At the completion of each temporary exhibit, the University will remove the Works and the pads within ten (10) days, and the pads will be stored by the University for future exhibits in Lion's Park. The University will be responsible for returning the pads to PAB thirty (30) days prior to each new exhibit. PAB will reinstall the pads returned by the University.

The PAB, NAC, the City of Norman and the University agree that each party shall be liable for its own acts and omissions. In addition, to the extent allowable by law, the Parties agree to indemnify, release, hold harmless, and not institute any suit or action at law and equity or file any claim of any nature whatsoever against each other, their agents, assigns or employees or officers by reason of the installation, display, and maintenance of the Works to be located at Lion's Park, Norman, Oklahoma.

The PAB, NAC, or the City of Norman reserve the right to request the removal of any Work that poses any threat, either real or reasonably perceived, to the safety of the public, by providing ten (10) days written notice to the University. The University reserves the right to remove any Works, for any reason, by providing ten (10) days written notice to the PAB, NAC, and the City.

Works may not be religious or sectarian in purpose, and they will be within the community's sense of morality in regard to profanity and obscenity. The University has

the authority to change the Works on display; however, prior to installation, all Works must be reviewed by the City of Norman Parks and Recreation Department to ensure conformity to the above standard. Each Work shall not extend more than 30 inches in width at any point and may not exceed 6 feet in height and be made of materials that are durable and safe as well as weather and vandalism resistant. It will be the responsibility of the University to repair any damage to the Works. In addition, the University shall provide and install appropriate signage, that has been approved by the PAB, NAC, and the City of Norman, for each Work. The University will be responsible for removal of the signs at the completion of each exhibit. Said signage shall credit the support of Norman Arts Council, Norman Public Arts Board and the City of Norman.

The PAB, NAC, and City of Norman acknowledge, understand, and agree that any intellectual property developed during or as a result of this project is and/or shall be the sole and exclusive property of the author/creator and/or the University pursuant to the University's Intellectual Property Policy. The PAB, NAC, and City of Norman are hereby granted a non-exclusive royalty-free license to use images of the Works created during this project in any format and solely for PAB's, NAC's, and City of Norman's non-commercial, promotional purposes. The PAB, NAC, and City of Norman will acknowledge and credit the artists as the creator(s) of the Works when appropriate without any compensation to the artist, professor, or any entity.

The University represents that:

1. The Works are solely the result of the artistic and creative efforts of the artist;
2. The Works are unique and original and do not infringe upon any copyright;
3. The Works have not been accepted for sale elsewhere; and
4. The Works are free and clear of any liens from any source whatever.

This agreement may be terminated for any reason, at anytime, by any party, with thirty (30) days written notice.

The signatures to this document attest to this agreement, as stated above.

THE UNIVERSITY OF OKLAHOMA

Rich Taylor, Dean of the College of Fine Arts
On behalf of the University of Oklahoma Board of Regents

THE CITY OF NORMAN, OKLAHOMA

Cindy Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk

APPROVED as to form and legality this _____ day of November, 2012.

CITY ATTORNEY

NORMAN ARTS COUNCIL

President, Norman Arts Council

NORMAN PUBLIC ARTS BOARD

Chair, Norman Public Arts Board