

PUBLIC ART LOAN AGREEMENT

This Public Art Loan Agreement (“Agreement”) is entered into as set forth below between the City of Oklahoma City, (“City”), an Oklahoma municipal corporation, which has as its place of business 200 N Walker Avenue, Oklahoma City, Oklahoma 73102, and the Oklahoma City Museum of Art, Inc., (“Museum”, or OKCMOA), a 501(c)(3) non-profit charitable organization with a business address of 415 Couch Drive, Oklahoma City, Oklahoma 73102, for the loan of various Works of Art (Works) for their display under terms and conditions as set forth below.

WITNESSETH:

WHEREAS, City provides and maintains the Oklahoma City Convention Center (Convention Center) through a contract with ASM Global (ASM) for the use and enjoyment of the public, including both residents and visitors from around the world; and

WHEREAS, the Museum shares and supports the City’s goals to create and champion a vibrant, diverse, and creative city; and

WHEREAS, Museum owns Works that can be safely displayed in other venues, to allow Works to be more widely viewed; and

WHEREAS, City and Museum recognize multiple benefits to both parties through this Agreement, including but not limited to, the enhancement of the interior of the Convention Center and the promotion of and appreciation for the Museum to a wider audience; and

WHEREAS, on October 21, 2024, (Agenda Item No. III.A.), the Oklahoma City Arts Commission (Arts Commission) evaluated the proposed Agreement, and recommended the Agreement to the City Council; and

WHEREAS, the Arts Commission will annually review the status of loaned Works for display at the Convention Center; and

WHEREAS, City is willing to enter into this Loan Agreement with Museum for Works on Loan under the terms and conditions described herein.

NOW, THEREFORE, the parties hereto agree as further set forth below:

I. RETENTION OF OWNERSHIP DURING LOAN TERM

The City and Museum hereby enter into this Agreement to allow City to display Museum's Works at various locations within the Convention Center. Ownership of each Loaned Work shall be retained by Museum.

II. TERMS OF LOAN OF WORK

The City and Museum hereby agree to the following terms for loans of the Works:

- a. The initial term of this overall Loan Agreement shall be five (5) years and may be extended for extra terms of five (5) years, or terms of other duration, by mutual written agreement of both parties.
- b. The individual Works that will be loaned to City by Museum will be for terms and costs to be determined for each Work by City and Museum, which terms and costs will be reviewed by a Curatorial Committee ("Committee"), and which shall not require further review by the City Council. Total costs for the initial five-year term shall not exceed five thousand dollars (\$5,000). The Committee shall be composed of the Arts & Cultural Affairs Program Planner for the City, the Director of Collections and Exhibitions for the Museum, and the Manager of the Convention Center, or their designees. The Committee shall report to the Arts Commission on all Loaned Works during the first quarter of each calendar year.
- c. By mutual agreement of both parties, at any time during the terms of Loan and any subsequent Loan term, Museum may remove the Work from the Convention Center and transport the Work to a location identified by Museum at Museum's expense.
- d. Works will be insured by City through its Fine Arts Insurance policy during the term of the Loan of each individual Work under this Loan Agreement and any subsequent extension of this Loan Agreement.

III. TERMINATION OF LOAN AGREEMENT

If City or Museum fail to fulfill any terms of this Loan Agreement, either party may give written notice with return receipt, or notice by email with reply, to correct such condition

or default within ten (10) calendar days in the manner of notification set forth in Paragraph VII hereof. If either party does not correct such condition or default within the ten-day notice period, the notifying party may terminate this Loan Agreement immediately, without cost or liability. However, if either party has made substantial progress toward correcting the condition or default within the ten-day notice period, such party shall not be denied a further reasonable time, of up to 30 days, to fully correct such condition or default.

IV. TERMINATION WITHOUT CAUSE

Either party may terminate this Loan Agreement, for any reason and without cost or liability, upon thirty (30) calendar days' written notice to the other party, by contacting the other party in the manner described in Paragraph III. Termination of Loan Agreement, and Paragraph VII. Notices.

V. COORDINATION OF ACTIVITIES

The parties hereto shall coordinate their activities under this Loan Agreement with the Arts Liaison, or his designee, in the Office of Arts & Cultural Affairs, to improve efficiency and to minimize disruption to the public at the Convention Center.

VI. GOVERNING LAW

This Loan Agreement shall be solely governed by, and construed according to, the laws of the State of Oklahoma. Any legal action filed as a result of this Loan Agreement shall be filed in Oklahoma County District Court.

VII. NOTICES

A. Communications to the City regarding this Loan Agreement shall be sent to:

The City of Oklahoma City
City Clerk
200 North Walker Ave., 2nd Floor
Oklahoma City, OK 73102
cityclerk@okc.gov
(405) 297-2397

And

Oklahoma City Planning Department
Office of Arts & Cultural Affairs
420 W. Main Street, 9th Floor
Oklahoma City, OK 73102
arts@okc.gov
(405)297-1274

And

ASM Global
c/o Barbra Beaton, General Manager
100 Mick Cornett Drive
Oklahoma City, OK 73109
(405)768-4031

- B. Communications to Museum regarding this Loan Agreement shall be sent to:

OKCMOA
Maury Ford
Director of Collections & Exhibitions
415 Couch Drive
Oklahoma City OK 73102
mford@okcmoa.com
(405)236-3100

or to such persons and addresses as the parties later designate in writing.

VIII. REPRESENTATIONS

City and Museum warrant that they have the resources and ability to fulfill their obligations under this Loan Agreement, that they are authorized agents of the respective parties to this Loan Agreement, and that they agree to be bound by the terms of this Agreement.

IX. FORCE MAJEURE

Neither party shall be liable for any delay, interruption, or prevention of construction, installation, operation, maintenance, or service under this Agreement caused by lawsuits or appeals, zoning or other governmental approvals, any injunction or equitable writ, riot,

insurrection, war, terrorism, severe weather, fire, Acts of God, or the unforeseeable act or omission of any person or entity. This shall include, but not be limited to, a declaration of a state of emergency by a federal, state, or local jurisdiction that substantially impacts this Loan Agreement or prevents either party from fulfilling all or part of its duties under this Loan Agreement.

X. SECTION HEADINGS AND CONSTRUCTION OF AGREEMENT

The Section headings of this Loan Agreement are for convenience only and shall not affect its meaning or interpretation. The parties acknowledge that their authorized agents were able to fully review all Loan Agreement terms before signing. This Loan Agreement shall not be construed in favor of (or against) either party based on who drafted it.

XI. COMPLETE AGREEMENT

This Loan Agreement contains the complete understanding between the parties related to Loan of the artwork and its display. Neither party shall be bound by any statement or representation not in conformity with this Loan Agreement.

XII. VENUE OF ACTIONS

Any legal proceeding regarding this Loan Agreement shall be pursued in Oklahoma County District Court. Each party shall pay its own attorney fees and other expenses related to any such legal proceeding, unless otherwise ordered by a Court of competent jurisdiction.

XIII. TIME OF THE ESSENCE

Time shall be of the essence for this Loan Agreement.

XIV. VALIDITY

If any provision of this Loan Agreement is determined by a Court of competent jurisdiction to be prohibited by law, such determination shall not affect the validity of the other provisions of this Loan Agreement, which shall remain in full force and effect.

APPROVED by the Council of the City of Oklahoma City this 5TH day of
NOVEMBER, 2024.

ATTEST:

Amy K Simpson
City Clerk



[Signature]
Vice Mayor

Reviewed for form and legality.

[Signature]
Assistant Municipal Counselor

APPROVED by Michael J. Anderson, President and CEO of the Museum on
this 24 day of October, 2024.

[Signature]
Michael J. Anderson, President and CEO
Oklahoma City Museum of Art



[Signature]
Notary Public

My Commission expires: 08/02/2025