

PUBLIC ART LOAN AGREEMENT

This Public Art Loan Agreement (Loan Agreement) is entered into as set forth below between the City of Oklahoma City, (The City), an Oklahoma municipal corporation, which has as its place of business 200 N Walker Avenue, Oklahoma City, Oklahoma 73102, and the Asian District Cultural Association, (Owner), a 501(c)(3) non-profit charitable organization with a business address of PO Box 2182, Oklahoma City, Oklahoma 73101, for the loan and maintenance of a Work to be titled *We Have Arrived* for its display under terms and conditions as set forth below.

WITNESSETH:

WHEREAS, City provides and maintains an extensive system of parks, public facilities, venues, plazas, and sidewalks in Oklahoma City for the use and enjoyment of the public; and

WHEREAS, the Asian District Cultural Association, seeks to support the City's goals to create and champion a vibrant, diverse, and creative city; and

WHEREAS, Owner will commission a work of art titled *We Have Arrived* (Work), an image of which is attached hereto as Exhibit A, which will be designed by Gabriel Friedman and Denise Duong, and fabricated by Gabriel Friedman; and

WHEREAS, the Work intends to celebrate the 50th anniversary of the safe arrival of the Vietnamese Boat People as refugees in Oklahoma City, after the fall of Saigon; and

WHEREAS, Owner wishes to loan the Work to The City for placement on a site in Military Park (Location), an illustration of which is attached hereto as Exhibit B; and

WHEREAS, on June 24, 2024, (Agenda Item No. III.C.), the Oklahoma City Arts Commission evaluated the Work, including its proposed Location and the terms proposed for loan to the City, and recommended the Loan of the Work to the City Council; and

WHEREAS, The City is willing to enter into this Loan Agreement with Owner for the Work on Loan and 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 Owner hereby enter into this Loan Agreement to allow City to display Owner's Work at the Location described in Exhibit B. It is hereby understood by the Owner and City that all tangible objects are subject to gradual inherent deterioration, for which neither party is responsible. However, in the event such gradual inherent deterioration occurs in a manner that tends to discredit the work itself, Owner may, at Owner's option and with no cost to City, remove the Work from the Location upon thirty (30) days' notice to the City. Owner may choose to repair the Work onsite or may determine that removal from the site for repair purposes is appropriate. Such removal will be at Owner's sole cost and expense.

II. TERMS OF LOAN OF WORK

The City and Owner hereby agree to the following terms for loan of the Work:

- a. The Work shall be loaned to City by Owner for five (5) years, which loan period shall be reevaluated after the first three (3) years of the term, with continuation of the Loan Agreement to be based on mutual agreement by both parties.
- b. By mutual agreement of both parties, at any time during the initial term of the Loan and any subsequent term Owner may remove the Work from the site and transport the Work to a location identified by Owner at Owner's expense.
- c. If City requests removal of Work without agreement by Owner, City shall pay all reasonable costs associated with removal and transportation of the Work to Owner.
- d. Work will be insured by Owner during the original term of the Loan Agreement and any subsequent extension of the Loan Agreement.
- e. Owner will be responsible for upkeep, maintenance, repair, and refurbishment of the Work during the original term of the Loan Agreement, and during any subsequent extension of the Loan Agreement.
- f. The Loan Agreement may be extended for extra terms of five (5) years, or terms of other duration, by mutual written agreement by both parties.

III. TERMINATION OF LOAN AGREEMENT

If City or Owner 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. Notices of this Loan Agreement. 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 maintenance efficiency and to minimize disruption to the public at the Location.

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

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

And

The City of Oklahoma City
Department of Parks and Recreation
420 W. Main Street, 2nd Floor
Oklahoma City, OK 73102
(405)297-3882

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

Asian District Cultural Association
PO Box 2182
Oklahoma City OK 73101
director@asiandistrictok.com
(405)403-2122

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

VIII. REPRESENTATIONS

City and Owner 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 30TH day of
JULY, 2024.

Amy K Simpson
City Clerk



David Holt
Mayor David Holt

Reviewed for form and legality.

Rita M. Douglas-Gally
Assistant Municipal Counselor

APPROVED by Andrea Schultz, Executive Director of the Asian District Cultural Association on this 3 day of JULY, 2024.

Andrea Schultz
Andrea Schultz, Executive Director
Asian District Cultural Association

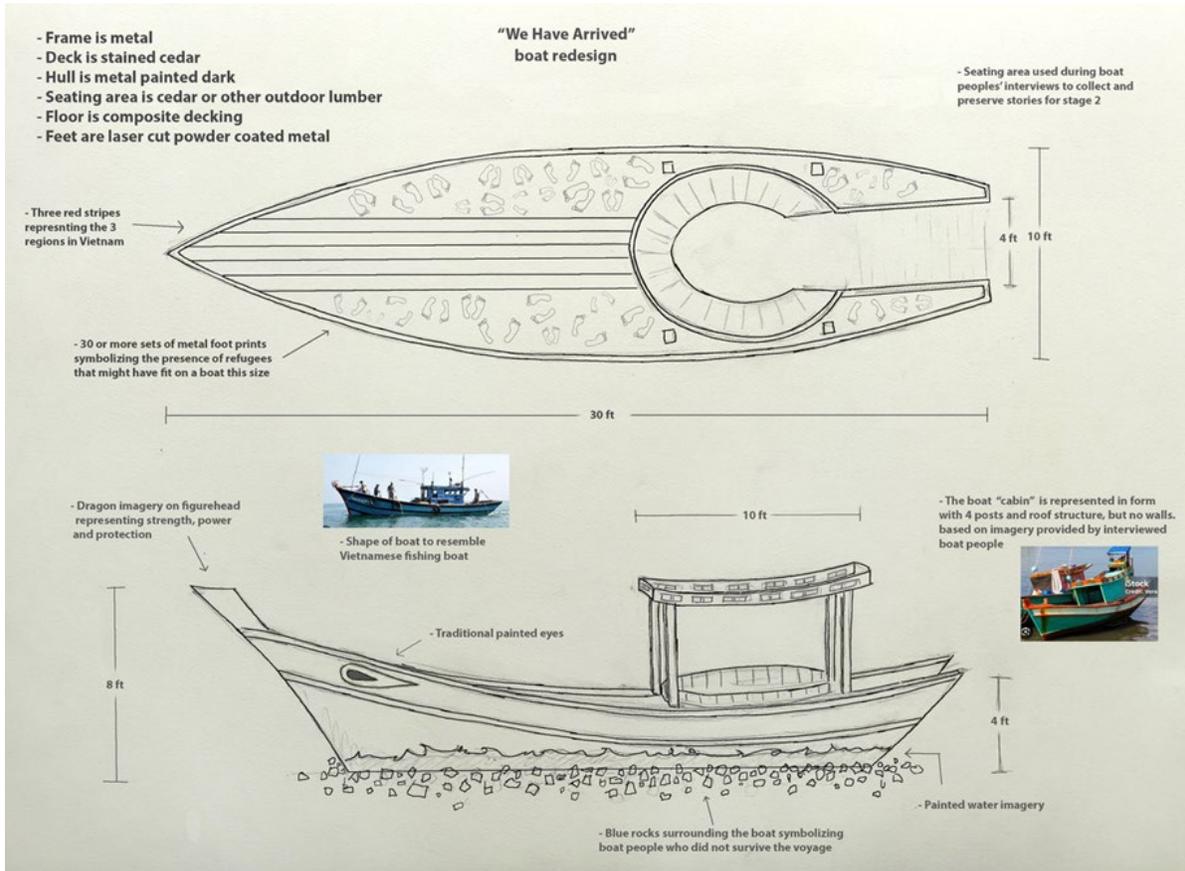


Thao Hieu Nguyen
Notary Public

My Commission expires: Feb. 12, 2025

Exhibit A

Illustration of the Work



The structure will include a circular seating area that will accommodate up to ten people. The seating and the overall site will be fully ADA accessible.

Exhibit B

Location



Location indicated by star

