

ART ACQUISITION AGREEMENT

This Art Acquisition Agreement ("Agreement") is made this ___ day of _____, 2025, by and between _____ ("Artist"), and the City of San Antonio, Texas, a Texas Municipal Corporation, acting by and through its Executive Director of the Department of Arts & Culture ("City").

WITNESSETH:

WHEREAS, Artist is the owner of [enter number of artworks] (X) artwork(s) titled _____ ("Artwork") described in Exhibit I; and

WHEREAS, Artist desires to sell the Artwork to City in accordance with the terms hereof; and

WHEREAS, City acknowledges that the sale of the Artwork will benefit City and desires to purchase the Artwork in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing, which is deemed a part of this Agreement, and in consideration of the mutual promises, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties do agree as follows:

1. Closing. Artist agrees to transfer to the City all of their interest in the Artwork at a closing ("Closing") on a mutually agreed upon date subsequent to the date of this Agreement, but not later than _____. The transfer of the Artwork may require a bill of sale or other document of conveyance, should such be reasonably requested by City.

2. City agrees to pay Artist an amount not to exceed \$_____ as total compensation, to be paid as set forth in Exhibit I.

3. No additional fees or expenses of Artist shall be charged by Artist nor be payable by City. Total payments to Artist cannot exceed that amount set forth in Section 2 above, without prior approval and agreement of all Parties, evidenced in writing by an amendment, which shall be subject to the approval of City Council, if required.

4. Condition of Artwork and Indemnity. City acknowledges and agrees that Artist is selling, and City is purchasing the Artwork in new condition. Artist warrants that the Artwork is safely constructed and can be installed properly in accordance with all applicable laws, regulations, and City ordinances.

ARTIST covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death, intellectual property infringement and property damage,

made upon CITY directly or indirectly arising out of, resulting from or related to ARTIST'S activities under this Agreement, including any acts or omissions of ARTIST, any agent, officer, director, representative, employee, consultant or subcontractor of ARTIST, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT ARTIST AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW

The provisions of this INDEMNITY are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. ARTIST shall advise CITY in writing within 24 hours of any claim or demand against CITY or ARTIST known to ARTIST related to or arising out of ARTIST's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at ARTIST's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving ARTIST of any of its obligations under this Section 4.

5. Delivery and Possession. Artist shall deliver possession of the Artwork at Closing at which time title shall pass. At such time, the Artwork shall become part of the City of San Antonio Art Collection. Further, the Parties agree that delivery, placement, and installation of the Artwork shall be at the sole cost and expense of City.

6. Copyrights. Artist warrants and represents that Artist owns all copyright in the Artwork and grants City a license, as provided for in the Copyright License, which is attached and incorporated as Exhibit IV.

7. Moral Rights. It is the understanding of the Parties that by executing the Artist's Waiver of Moral Rights which is attached and incorporated as Exhibit II, Artist has consented and agreed that upon passage of title in the Artwork to City upon Closing, any removal or relocation of the Artwork, if practical and economically feasible as determined by City, in its sole discretion, will occur in conformity with the City's Public Art Policy. City's decisions regarding removal or relocation of the Artwork are final and may occur at any time. City has the right to remove the Artwork at any time. City's removal of the Artwork may result in the Artwork's distortion, mutilation or modification. In addition, in the event that any element of the Artwork constitutes a public safety hazard, in City's sole discretion, City has the right to remove only the element posing the public safety hazard without prior written notice to Artist.

Additionally, City has the right to donate or sell the Artwork at any time. Before exercising this right, City shall give Artist 30 days from issuance of written notice to Artist to purchase the Artwork for the greater of the total price or market value, plus all costs associated with the removal of the Artwork from the site, clean-up of the site and delivery to Artist.

8. Mutual Representations. The Parties represent that they each have the full right, power, and authority to execute and deliver this Agreement and to consummate the transaction provided for without obtaining any further consents or approvals from, or the taking of any other actions with respect to third parties.

9. Artist's Representations. Artist covenants, represents and warrants to City that as of the date hereof and as of Closing:

(a) Artist owns good and indefeasible title to the Artwork and that there are no other sales contracts outstanding for acquisition, license or lease of the Artwork;

(b) there are no actions, suits, claims, assessments, or proceedings pending or, to the knowledge of Artist, threatened that could materially adversely affect the ownership, operation, or maintenance of the Artwork or Artist's ability to perform hereunder; and

(c) Artist has exclusive copyrights in the Artwork.

10. Prior to Closing, Artist shall provide Technical and Maintenance Instructions, which shall be attached and incorporated as Exhibit III.

11. Notices.

(a) Any notice required or permitted under this Agreement shall be given in writing and shall be effective for all purposes if hand delivered to the Party designated below or if sent by (a) certified or registered United States mail, postage prepaid; or (b) by expedited delivery service, either commercial or United States Postal Service, with proof of delivery; or (c) by telecopy (provided that such telecopy is confirmed by expedited delivery service or by mail in the manner previously described), addressed as follows:

If to the Artist:

San Antonio, TX 782__

If to the City:

City of San Antonio
Contract Manager
Department of Arts and Culture
P.O. Box 839966
San Antonio, Texas 78283-3966

or to such other address and person as shall be designated from time to time by either Party in a written notice to the other in the manner provided for in this paragraph. The notice shall be deemed to have been given at the time of delivery if hand delivered, or in the case of registered or certified mail, three (3) business days after deposit in the United States mail, or if by expedited delivery, upon first attempted delivery on a business day. A Party receiving notice that does not comply with the technical

requirements for notice under this paragraph may elect to waive any deficiencies and treat the notice as having been properly given.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CITY OF SAN ANTONIO, TEXAS:
a Texas Municipal Corporation

ARTIST:

Krystal Jones
Executive Director
Department of Arts and Culture

Artist Name

Approved as to Form:

City Attorney

Exhibit I
Description of Artwork

Exhibit II
Waiver of Moral Rights

WHEREAS, Artist created Artwork and sold Artwork to the City of San Antonio; and

WHEREAS, the Artwork is intended to be located on City property in City facilities in San Antonio, Texas **NOW THEREFORE:**

Artist consents and agrees to the placement of the Artwork on City property in City facilities. Artist acknowledges that the incorporation and installation of the Artwork at City facilities may subject the Artwork to destruction, distortion, mutilation, or other modification if and when removed. Removal or relocation of the Artwork, if practical and economically feasible as determined by City in its sole discretion, will occur in conformity with the guidelines and review requirements listed in the City's Public Art San Antonio Policies and Guidelines. Artist agrees that a City decision made under this paragraph regarding if, when and how to remove the Artwork is final.

Artist hereby expressly consents to both the installation into and removal from City facilities of the Artwork and thereby expressly waives his Moral Rights to the Artwork. It is agreed that if the Artwork, or any portion thereof, is removed from the Location causing it or any part thereof to be destroyed, distorted, mutilated or modified in any way, the Artwork may not thereafter be referred to as "an Artwork by the Artist."

Executed to be effective this the ____ day of _____, 20__.

ARTIST

Name

Exhibit III
Technical and Maintenance Instructions

The City of San Antonio will be responsible for the maintenance of the artwork at no additional cost to the Artist.

ARTIST: _____
TITLE OF WORK: _____
LOCATION OF WORK: _____

SPECIAL METHODS AND MATERIALS UTILIZED IN EXECUTION OF ARTWORK

A. MATERIALS AND CONSTRUCTION METHOD.

Ex. Acrylic on wood with resin.

B. TECHNIQUE OR CONSTRUCTION METHOD

Ex. The artwork was fabricated with a wooden frame and coated with epoxy resin with a plexiglass base.

C. FINISH (fixative coating, fire retardants, sprays)

D. FOUNDATION / INSTALLATION

E. YEARLY MAINTENANCE AND CARE OF ARTWORK

F. PLACEMENT OF ARTWORK (cautions regarding sunlight, heat, etc.)

G. PACKING / SHIPPING INSTRUCTIONS

H. ADDITIONAL / PERTINENT INFORMATION

Exhibit IV
COPYRIGHT LICENSE

For Artwork titled “_____”

Artist grants City a license to make any and all reproductions or derivatives of the Artwork, in whatever form, for educational, public relations, tourism, arts promotional, or any other non-commercial purpose and such uses will not result in any additional payments to Artist.

ARTIST

Name