

Agreement

This Agreement entered into this 13th day of May, 2013 between the City of Billings, a Montana municipal corporation, hereinafter referred to as "City" and Compassionate Friends, Billings Chapter, hereinafter referred to as "Donor", is for the purpose of placing public art on property owned by the City. The parties agree to the following terms and conditions:

1. The Donor agrees that He/She will without any cost to the City, design, construct, install and donate to the City, public art in the form of an angel holding a child approximately 4.5' tall on a masonry base approximately 2' tall to be located in Rose park Sculpture Garden in the raised circular stone faced flower garden in Billings, Montana. The final location of the sculpture will be approved by the City of Billings Parks, Recreation and Public Lands (PRPL). The City agrees to accept the public art so long as it strictly complies with the design set out in attached Exhibit A and the conditions of this Agreement. The City reserves the right to reject any and all proposals.
2. The Donor agrees that they will pay all costs to have the public art erected in a manner that is structurally safe and will not cause harm to the safety and welfare of the general public. The method of installing and erecting the public art must comply with applicable laws and the installation design and method detailed in Exhibit B. The Donor agrees the public art will be installed by Drew Brown, Sculptor. Donor will give PRPL at least 15 days advanced notice of the desired installation date. The parties will mutually agree to a time and date for placement. Both Donor and PRPL Director or his designee must be present for the installation.
3. The Donor agrees that they will prior to installation have the sculpture and base structurally reviewed and stamped by a licensed engineer and approved by the City.
4. The Donor is solely responsible for the artistic content of the public art. The art does not necessarily represent the artistic views or ideas of the City, its employees or agents.
5. The City agrees to display the public art (as described in 1 above) in the sculpture garden at Rose Park for as long as the sculpture garden shall exist at Rose Park. The City reserves the right to move, remove, relocate or modify the public art, as it deems necessary only if the sculpture garden ceases to exist, is moved or no longer functions as a sculpture garden.
6. It is the intent of the Donor that the absolute ownership of the described public art shall vest in the City upon installation. It is understood that the City has no financial

obligation for the design, creation or installation of the public art. Maintenance of the public art will be in accordance with accepted procedures and at the discretion of the City.

7. This Agreement shall be binding on the heirs, personal representatives, and assigns of the parties to the Agreement.

IN WITNESS THEREOF, the parties hereto have executed this agreement this ____ day of _____, 2013.

CITY OF BILLINGS, a Montana a Municipal Corporation

By: _____

Thomas W. Hanel, Mayor

Approved as to Form:

By: _____

Brent Brooks, City Attorney

Attest:

By: _____

Cari Martin, City Clerk

Donor:

By: _____

Compassionate Friends, Billings Chapter