

**2018 INSIDE|OUT INSTALLATION AGREEMENT BETWEEN
JORGE M. PÉREZ ART MUSEUM OF MIAMI-DADE COUNTY, INC. AND
CITY OF DORAL, FLORIDA**

This agreement ("Agreement") is made as of May 7, 2018 between **JORGE M. PÉREZ ART MUSEUM OF MIAMI-DADE COUNTY, INC., d/b/a/ Pérez Art Museum Miami**, a Florida not-for-profit corporation, of 1103 Biscayne Boulevard, Miami, Florida 33132 ("**PAMM**" or "**the Museum**") and **CITY OF DORAL, Florida** ("**CITY OF DORAL**" or "**the City**"). (PAMM and CITY OF DORAL are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**").

WHEREAS, PAMM is a contemporary art museum which collects and exhibits progressive visual arts of our time, and offers exhibition, education, and social programs uniquely attuned to the needs and concerns of its diverse beneficiaries; and

WHEREAS, through funding from the Knight Foundation, PAMM is participating in Inside|Out, a project which engages communities with art by taking high quality reproductions of artworks of PAMM's choosing from PAMM's collection, to the streets and parks of Miami-Dade County, and installing them in largely public but unexpected places over the course of approximately 10 months ending in or before September 2018 at no cost to the communities (the "**Project**"); and

WHEREAS, PAMM represents that it has all authority, right, title or interest in the Artworks such that exhibition of the Artwork as provided by the Agreement shall not subject the City to any liability or claim; and

WHEREAS, six cities in South Florida have been identified as sites for PAMM's installation of the Inside|Out Reproductions of Artworks ("**the Artworks**"), including the **CITY OF DORAL**; and

WHEREAS, each of the six cities/communities will have approximately 8-20 artworks on display at a time, with the location and the artworks changing approximately every three months during the course of the Project.

WHEREAS, The specific locations and specific Artworks will be agreed upon by the Parties and documented in a separate writing, which will be appended to

this Installation Agreement as Exhibit A. In addition to the Artworks which will be on City property, there may be additional installation sites within the City which will be on private property, and if so, such sites will be the subject of separate agreement(s) with the owners of such site(s).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. **Recitals.** The Recitals above are true and correct and form an integral part of this Agreement and are incorporated herein by reference.

II. The Conditions of Installation.

- a) A full-sized, framed reproduction of a work from PAMM's permanent collection will be produced at the museum's expense, using materials that are weatherproof and lightfast. Installation onto buildings will be performed by a licensed and insured sign contractor at the museum's expense and performed in a workmanlike and competent manner. Installation onto free-standing sign posts will be by PAMM staff, after contacting 811: "Call Before You Dig" to avoid interfering with below-ground utilities and infrastructure. All installations on the City's rights-of-way, buildings or facilities shall be inspected for compliance with all applicable building and safety codes by pertinent City staff.
- b) Installations by the sign contractor onto buildings will require anchoring the reproduction substrate with appropriate hardware. De-installation will also be performed by the same contractor, and includes remediation of mounting holes with materials specified by the site owner in this Agreement. The de-installed reproduction will remain the property of PAMM. Contractor shall leave all surfaces of the rights-of-way, buildings or facilities in the same condition that existed prior to the installation and shall take all reasonable and necessary safety precautions during installation and de-installation to prevent damage or injury to persons or property. All work, materials, services and equipment reasonably inferred from this Agreement as being necessary or required to produce the intended result will be supplied by PAMM at its own cost and expense, whether or not specifically identified in this Agreement.

- c) Commercial general liability insurance during the period of exhibition, including the period of time for installation and de-installation, will be covered by PAMM underwriter Vigilant Insurance Company with limits of insurance of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) annual aggregate covering the insured against bodily injury, property damage liability and contractual liability under this Agreements. All required policies of insurance under this Agreement shall name the City as additional insured.
- d) The City will assign a specific point person to make weekly site visits to check the Artworks on display and to report to a designated person at PAMM any issue with their condition. Notwithstanding the City's obligation to inspect, the City shall not insure the Artworks against damage, destruction or loss, nor shall the City be responsible for repair, restoration, replacement or maintenance of the Artworks or any costs associated therewith. Those point persons will be identified in Exhibit A hereto. In the event of theft or vandalism, as budget allows, PAMM will replace or remove the reproduction at the museum's expense. Replacement will require approximately fourteen days from request to reinstallation. If for any reason, in the sole discretion of the owner or the City, the owner or municipality requests removal before the date specified in this agreement, PAMM will comply within five days, at the museum's expense. In the event of an emergency, the City may take all reasonably necessary action to avoid any imminent risk of damage or loss to persons or property, without prior notice to or consent by PAMM.
- e) Cities and businesses involved in the project will be featured on a map on PAMM's website (PAMM.org). They will also be connected to PAMM through the museum's social media networks (where applicable). The project will receive recognition through PAMM's electronic newsletter and various printed and electronic communications. PAMM has a limited license to reproduce images of the Artworks for certain educational and other purposes, and therefore is restricted in the permission it may, in turn, provide to the City for its use of the Artworks. Prior to the City's proposed publication, transmission, broadcast, distribution, use or re-use of any of the Artworks, the proposed use and copy of the reproduction shall be sent to PAMM for its review and approval, attention: Alexa Ferra, Director of

Marketing and Communications, at aferra@pamm.org, who will provide a written response to the City within seven (7) business days.

- f) The duration of installation at the CITY OF DORAL is approximately from June 2018 through August 31, 2018, although individual installation/de-installation dates may vary based on owner's arrangements with PAMM's project coordinator.

g) To the maximum extent permitted by law, PAMM, for itself, and its officers, directors, employees, contractors and subcontractors, agents, representatives, successors, and assigns, hereby unequivocally waives, releases, holds harmless, indemnifies, covenants not to sue, agrees to defend, and forever discharges the CITY OF DORAL, its officers, elected or appointed, directors, employees, agents, attorneys, contractors and all other persons, entities, organizations and corporations affiliated therewith (all of whom constitute the "Released Parties") from any and all kinds of claims, suits, causes of action, damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and from any judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, claim for royalties, infringement of copyright, tradename, trademark, patent or trade secret, or any other liability, loss, cost or expense of any kind (collectively "Claims"), arising out of, resulting from, relating to, is incidental to or is in any way connected to PAMM's performance of this Agreement, including by way of illustration and not limitation, (i) any negligent installation, removal, or maintenance of artwork reproductions used in the performance of this Agreement; or (ii) any negligent act or omission by PAMM; or (iii) any failure of PAMM to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement; or (iv) any unauthorized use, display or reproduction of the artwork, infringement of copyrights, trademarks, tradenames, trade secrets, patents or failure to pay any fees or royalties caused by PAMM. PAMM shall not be responsible for Claims, as collectively defined in this section g, caused by the negligent acts or omissions of the Released Parties. This indemnification shall survive the termination of this Agreement.

III. Governing Law; Jurisdiction; Venue; Succession. This Agreement and any issues relating to it or its subject matter, shall be governed by, and construed in accordance with, the substantive laws of the State of Florida without regard to choice of law rules, or conflict or law principles of Florida. The Parties hereby

irrevocably agree that jurisdiction and venue to adjudicate any case or controversy involving this Agreement, brought by any person, entity, or official having standing, shall solely and exclusively be in the Circuit Court of the 11th Judicial Circuit, in and for Miami-Dade County, Florida, and waive any objection to personal jurisdiction, improper venue, or *forum non conveniens*. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective successors, personal representatives, heirs and permitted assigns.

IV. Construction. The Parties agree that this Agreement shall be construed as if both Parties prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any Party on the basis that it was prepared or drafted by that Party.

V. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. This Agreement may be modified only by written instrument signed by each of the Parties hereto. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, it shall be severed and the Agreement shall be deemed modified to the extent necessary in order to conform to the applicable law. The remaining terms and provisions of the Agreement shall remain unmodified and in full force and effect.

VI. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original but together shall constitute one instrument.

VII. Notice. All notices or other communication required by this Agreement shall be in writing and delivered via hand-delivery, overnight mail service with tracking (such as FedEx) or certified mail addressed to the other party at the address indicated herein or as the same may change from time to time. Such notice shall be deemed given on the day on which it was delivered.

<p>City Attorney</p> <hr/> <p>Print Name</p>

MTV

At to City:

Jessica Roth, Special Events Coordinator
City of Doral
8401 NW 53 Terrace
Doral, FL 33166

As to PAMM:

M. Thérèse Vento, Esq., PAMM General Counsel
1103 Biscayne Boulevard, Miami, FL 33132

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

Jorge M. Pérez Art Museum of Miami-
Dade County, Inc.

By: M. Thérèse Vento
Print Name: M. Thérèse Vento
Title: General Counsel
Date: 6/7/18

City of Doral

By: (Signature)
Print Name: EDUARDO A. ROJAS
Title: CM
Date: 6.7.18

Approved as to form and legal sufficiency
for the sole use of the City of Doral.
(Signature)
City Attorney
Daniel A. Espino USH
Print Name

EXHIBIT A

Points of contact for the Project, all artwork reproductions to be installed in the
CITY OF DORAL, and their locations

A. Points of Contact for this Project:

CITY OF DORAL (Name, Title, Email Address, Office Phone, Cell Phone):

Jessica Roth - Special Events Coordinator, jessica.roth@cityofdoral.com,
305-593-6600, cell # 305-779-2964

Designated Weekly Inspection Point Person and contact

information: Michael Festa Cell # 305-776-8653

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PAMM: (Name, Title, Email Address, Office Phone, Cell Phone):

Designated PAMM Point Person for receipt of weekly inspection reports by City:
(Name, Title, Email Address, Office Phone, Cell Phone):

MTV

B. Host Sites within City:

Host Site #1: _____

Site Address: _____

Site Telephone: _____ **Owner/Contact Telephone:** _____

Site E-mail Address: _____

Owner/Contact E-mail: _____

Zoning/Permits Required: Y or N ; If yes, please attach copy

PAMM's Requested Installation Date: _____

PAMM's Requested De-installation Date: _____

<p><u>TO BE FILLED OUT BY PAMM FOR EACH ARTWORK REPRODUCTION:</u></p> <p>Title of Reproduction _____</p> <p>Artist: _____</p> <p>Attach artwork thumbnail image</p> <p>Dimensions: _____</p> <p>Building Material: _____</p> <p>Special Mounting & Remediation Instructions: _____</p> <p>_____</p> <p><u>Will fill holes upon removal Y or N</u></p> <p>Date: _____</p>

Host Site #2: _____

Site Address: _____

Site Telephone: _____ **Owner/Contact Telephone:** _____

Site E-mail Address: _____

Owner/Contact E-mail: _____

Zoning/Permits Required: Y or N; If yes, please attach copy

PAMM's Requested Installation Date: _____

PAMM's Requested De-installation Date: _____

<p><u>TO BE FILLED OUT BY PAMM FOR EACH ARTWORK REPRODUCTION:</u></p> <p>Title of Reproduction _____</p> <p>Artist: _____</p> <p>Attach artwork thumbnail image</p> <p>Dimensions: _____</p> <p>Building Material: _____</p> <p>Special Mounting & Remediation Instructions: _____</p> <p>_____</p> <p>Will fill holes upon removal Y or N</p> <p>Date: _____</p>

Host Site #3: _____

Site Address: _____

Site Telephone: _____ **Owner/Contact Telephone:** _____

Site E-mail Address: _____

Owner/Contact E-mail: _____

Zoning/Permits Required: Y or N; If yes, please attach copy

PAMM's Requested Installation Date: _____

PAMM's Requested De-installation Date: _____

<p><u>TO BE FILLED OUT BY PAMM FOR EACH ARTWORK REPRODUCTION TO BE INSTALLED:</u></p> <p><u>Title of Reproduction</u> _____</p> <p><u>Artist:</u> _____</p> <p>Attach artwork thumbnail image</p> <p><u>Dimensions:</u> _____</p> <p><u>Building Material:</u> _____</p> <p><u>Special Mounting & Remediation Instructions:</u> _____</p> <p>_____</p> <p><u>Will fill holes upon removal Y or N</u></p> <p><u>Date:</u> _____</p>
