Agenda Item Form

Agenda Date: May 04, 2004

Districts Affected: All

Dept. Head/Contact Information: 532-1707, Amy Grimm X: 14 / Christian Gerstheimer X: 20

Type of Agenda Item:

- ☒ Resolution
- ☐ Tax Installment Agreements
- ☐ RFP/ BID/ Best Value Procurement
- ☐ Application for Facility Use
- ☐ Interlocal Agreements
- ☐ Other _____
- ☐ Staffing Table Changes
- ☐ Tax Refunds
- ☐ Budget Transfer
- ☐ Bldg. Permits/Inspection
- ☐ Contract/Lease Agreement
- ☐ Board Appointments
- ☐ Donations
- ☐ Item Placed by Citizen
- ☐ Introduction of Ordinance
- ☐ Grant Application

Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☒ Other Source: Incoming Loan Agreement for the exhibition "CraftHouston 2004: Texas"

Legal:

☒ Legal Review Required Attorney Assigned (please scroll down): None ☒ Approved ☐ Denied

Timeline Priority: ☐ High ☒ Medium ☐ Low # of days:_____

Why is this item necessary:

Loan agreement for the exhibition "CraftHouston 2004: Texas" to be held at EPMA October 3, 2004 - January 23, 2005.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Exhibition fee $2,500 plus rental fee of $2,500.

Statutory or Citizen Concerns:

None

Departmental Concerns:

None

EL PASO MUSEUM OF ART ONE ARTS FESTIVAL PLAZA, EL PASO, TEXAS 79901 • 915-532-1707 • FAX 915-532-1010

April 28, 2004

TO: Mayor and City Council

FROM: Becky Duval Reese BDReese

RE: Loan

The El Paso Museum of Art requests that the Director of the El Paso Museum of Art be authorized to sign an Incoming Loan Agreement for the exhibition ***"CraftHouston 2004: Texas"***, October 3, 2004 – January 23, 2005, organized by the Houston Center for Contemporary Craft, Houston, Texas. Participation fee is $2,500.00, plus $2,500.00 shipping fee.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Director of the El Paso Museum of Art be authorized to sign an Incoming Loan Agreement for the exhibition ***"CraftHouston 2004: Texas"***, October 3, 2004 – January 23, 2005, organized by the Houston Center for Contemporary Craft, Houston, Texas. Participation fee is $2,500.00, plus $2,500.00 shipping fee.

ADOPTED this 4th day of May, 2004.

CITY OF EL PASO:

_____
Joe Wardy
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Becky Duval Reese, Director
El Paso Museum of Art

HOUSTON
CENTER
FOR
CONTEMPORARY
CRAFT

Houston Center for Contemporary Craft
Traveling Exhibition Contract

This agreement is made on April 1, 2004 by and between the Houston Center for Contemporary Craft (herein referred to as HCCC) and the El Paso Museum of Art (Herein referred to as Venue) located at One Arts Festival Plaza, El Paso, TX 79901.

AGREEMENT

Exhibition and Dates

The exhibition titled CraftHouston 2004: Texas (herein referred to as the Exhibition) has been organized by HCCC and will be shown by the Venue under the terms and conditions set forth below:

Opening date: October 3, 2004
Closing date: January 23, 2005

No change of exhibition dates will be made without the prior written consent of HCCC.

Cancellations

Cancellation by HCCC:
HCCC reserves the right to cancel a booking at any time should the Venue fail to meet the terms of the contract. In the unlikely event that HCCC must cancel the Exhibition for any other reason; HCCC will refund the full participation fee to the Venue but will not be responsible for any damages or costs to venue

Cancellations by the Venue:
The Venue must notify the Museum in writing of any need to cancel the signed contract. The Venue will be responsible to pay HCCC the full participation fee and shipping/ packing expenses unless HCCC locates an alternative borrower.

Fees

The Venue agrees to pay a rental fee of $2500 for a 16 week exhibition.

A 25% deposit must be received with this signed agreement. The balance of the Exhibition Fee is due in full upon the opening of the Exhibition. Checks should be made to Houston Center for Contemporary Craft. Two invoices are attached to this agreement for your convenience.

4848 Main Street | Houston, TX 77002 | 713. 529. 4848 | Fax 713. 529. 1288 | hccc@crafthouston.org | www.crafthouston.org

If HCCC is not able to provide the Exhibition as described in this agreement, the deposit will be returned in full to the Venue. If the Venue cannot fulfill the terms of the Agreement, the deposit will be forfeited and retained by HCCC.

In addition to the rental fee, the Venue will be responsible for paying its prorated share of shipping expenses, as detailed in the Handling & Shipping section of this contract.

Insurance
The Venue is responsible for insuring the Exhibition on a fine arts policy, against all risks while on premises and in-transit to the next venue, for the amount specified by HCCC. HCCC reserves the right to review the Venue's policy and request a list of exclusions. A certificate of insurance will be supplied by the Venue.

Condition Reports, Damages
Venue will prepare and file a Condition Report with HCCC at both the beginning and conclusion of the Exhibition on forms provided by HCCC. The Venue shall be responsible for loss of or damage to Works from the time the works arrive at the Venue through the time they are shipped to HCCC or the next venue. Any damages, loss, or theft, whether in transit or on the premises of the Venue must be reported to HCCC immediately by telephone, regardless of who may be responsible. The Venue will take documentary photographs, make a written description of the damage and save all packing material for possible insurance claims and/or conservation use.

The Venue agrees to accept full responsibility for loss or damage due to its own negligence, acts, omissions, or misconduct, or that of its employees or agents. Failure to notify HCCC with 48 hours of any damage or theft will be considered a violation of this agreement and the Exhibitor will be liable to HCCC for all damages and losses incurred.

Support Materials Supplied by HCCC
HCCC agrees to provide the Venue with individualized condition forms and a comprehensive valuation list, as well as resumes of participating artists (as provided by the participating artists) and retail price lists for interested collectors.

HCCC will provide publicity material for the Venue including a sample press release with slides and photographs of selected objects appearing in the exhibition. HCCC will supply 20 copies of show catalog free of charge. Additional catalogs will be available for $6 each. The Venue agrees to provide HCCC with installation slides (if taken), copies of all publicity materials, including press releases and clippings, announcements, etc

Exhibition Conditions
The Venue shall assume responsibility for the display, safety and presentation of the Exhibition. All objects listed on the Record of Consignment must be displayed in the Exhibition unless granted prior permission by HCCC. It is understood that any loaned object that may have been damaged during transit or at a venue may not be available for all venues of a tour.
Any special display instructions that have been provided by the Artists shall be forwarded to the Venue. It will be necessary for the Venue to provide proper display units/environments for all objects such as pedestals and vitrines, cases or protected shelves. If specified by HCCC, certain objects must be protected in locked vitrines or on specified pedestals.
Food and drink shall not be served, nor is smoking permitted in areas where objects are on display. Objects must be protected at all times from excessive humidity, heat and light.

Security
The Venue shall be responsible and act in a reasonable manner to provide a secure environment for the display of all objects in the Exhibition.

Handling & Shipping
Proper and approved transportation to and from the Venue will be prorated among the Venues. Every effort will be made by HCCC to schedule an efficient routing to the venue. Each Venue agrees to pay half the shipping and handling to and from each Venue.
Each Venue will be responsible for unloading and loading the exhibition crates to and from the Venue site.
If the Exhibition needs to be stored while in transit, HCCC will pay or reimburse for fees for storage and shipping and handling to the conditioned storage facility. Venues will make all arrangements for preparation of transporting the exhibition to the next Venue or storage site as instructed by HCCC.

Each following Venue will schedule all shipping dates and arrangements to and from each venue. The Venue agrees to coordinate the shipping of the exhibition to the next venue or HCCC, making the appropriate notation on the corresponding condition report.

Neither HCCC nor the Venue will be liable for the delayed arrival of the Exhibition if caused by an act of Nature, strike, riot or other circumstances beyond the control of either party.

Venues' shipping address:
El Paso Museum of Art
One Arts Festival Plaza, El Paso, TX 79901

Delivery Date (on or before): September 22, 2004

Pick Up Date: To be determined by the next venue or storage

Approximate total shipping cost: $1500.00-$2,500. per Venue
(Shipping costs may vary based on final travel schedule)
Estimate based on actual 2002 Crafthouston costs.

The Venue agrees to use only those personnel experienced in fine arts handling to unload, unpack, handle, repack, and reload the exhibition under professional supervision.
The Venue agrees to coordinate dispatching the exhibition promptly after its close. If this is not done, the current Exhibitor/ Venue agrees to pay all costs resulting in delay to the next venue, if the exhibition travels to a subsequent venue.
The Venue shall be responsible for unpacking all works when the Exhibition arrives at the Venue and responsible for packing all works in the provided shipping materials and containers when the exhibition concludes at the venue .

Reproduction
All artists have reserved all copyrights and reproduction rights on all objects in the Exhibition. The Venue may duplicate slides and reproduce images of work for purposes of curatorial proposals, public relations and exhibition announcements, directly related to the Exhibition.

Sale of Objects
All sales of objects will be facilitated through HCCC (713-529-4848 x202). Any and all sold objects will remain with the exhibition until its close.

Subsequent sales
All sales inquires subsequent to the closing of the exhibition at a participating venue shall be referred directly to the Houston Center for Contemporary Craft

Governing Laws
The agreement shall be governed by the laws of the State of Texas and shall be subject to jurisdiction of the courts of the said state. This agreement sets forth full and complete understanding between HCCC and the Venue/ Exhibitor and shall be binding upon HCCC and Venue, as well as their successors and assigns.

This agreement shall be altered only in writing, signed by both parties, except as provided herein.

HCCC:	**Exhibitor/ Venue:**
By _____	By (Signature): _____
Name: Ann Shaw Lancaster	Name (Print): _____
Title: Executive Director	Title: _____
Date: 4/13/2004	Date: _____