

APPENDIX
TO
REQUEST FOR PROPOSALS
CALL FOR ARTISTS
TERMINAL PUBLIC ARTWORK
RESTROOM FACILITIES

FORM AGREEMENT

The form agreement is provided for information purposes only. City may modify the terms of the agreement at any time prior to execution.

ARTIST'S COMMISSION WORK AND PURCHASE AGREEMENT

THIS AGREEMENT (Agreement) is between SALT LAKE CITY CORPORATION, a Utah municipal corporation (City), and _____, a _____ corporation authorized to and doing business in Utah, with offices located at _____ (Artist), and is dated as of the date the City Recorder attests the applicable City signature, which shall be the recordation date, (Effective Date).

WITNESSETH

WHEREAS, City owns and operates the Salt Lake City International Airport (Airport) and through its Department of Airports (SLCDA) operates Airport; and,

WHEREAS, City and Artist desire to enter into an agreement for the Artist to provide an original piece of artwork and production ready digital image (Terminal Public Artwork or Artwork) as specified below.

WHEREAS, City desires to purchase Artwork, and Artist is agreeable to such purchase.

NOW, THEREFORE, in consideration of the foregoing recitals and the following mutual promises and considerations, the parties agree to the following:

ARTICLE 1 - IDENTIFICATION OF THE PROJECT

- A. Project Name: Terminal Public Artwork – Restroom Facilities (Terminal Public Artwork or Artwork)
- B. Brief description of Project: Provide original artwork that will be reproduced by the SLCDA for large-scale art wall wraps to be incorporated into the design of approximately twenty-four (24) restrooms throughout the new Airport.

ARTICLE 2 - ARTIST SERVICES

- A. Artist's Work. The Artist shall provide the "Artist's Work," as more fully specified in Exhibit A attached hereto and hereby incorporated by reference. Artist shall also comply with Exhibit B - Artist's RFP Response, attached hereto and hereby incorporated by reference unless specifically modified in this Agreement.
- B. Commencement of Work. The work of the Artist shall be completed upon the execution of the Agreement.
- C. Non-exclusivity. The Artist acknowledges that City has or may hire other firms or individuals to perform work similar to that which is within the scope of work under this Agreement. The Artist further acknowledges that this Agreement is not a guarantee of the assignment of any work and that City may assign work to various Artists solely within City's discretion.

ARTICLE 3 – COMPENSATION AND BILL OF SALE

For the Artist's Work specified in this Agreement, City shall pay the Artist the fixed total sum of _____

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\$7,000.00. The following documents will be delivered at the Terminal Public Artwork Delivery date (Delivery) on (month day, year):

Artist shall deliver a Bill of Sale to City for the Artwork at the time of Delivery, in Exhibit C, attached hereto and hereby incorporated by reference.

City shall deliver to Artist payment equal to the fixed total sum after the completion of City review of Artwork is completed.

ARTICLE 4 - SERVICE STANDARDS AND QUALITY ASSURANCE

- A. Conformance to Laws. The Artist shall be knowledgeable of, and the Artist and the Artist's Work for the Project shall conform to all applicable federal, state, City, and other applicable local laws, regulations, and ordinances.
- B. Quality Assurance. The Artist shall be solely responsible to City for the quality of all services performed by the Artist or any of its subcontractors under this Agreement. All work furnished by the Artist or its subcontractors shall be performed in accordance with the best professional judgment and skill, in a timely manner and shall be fit and suitable for the purposes intended by City.

ARTICLE 5 - INDEMNITY PROVISIONS

- A. Artist shall, at its sole cost and expense, indemnify and hold City and its officers, board members, departments, representatives, City authorized representative(s), agents, employees, affiliates, successors and assigns harmless from and against all losses, claims, demands, suits, actions, legal or administrative proceedings, damages, costs, charges and causes of action of every kind or character whatsoever, including, but not limited to, reasonable attorney fees and other legal costs such as those for paralegal, investigative, legal support services and the actual costs incurred for expert witness testimony, (collectively "Claims") directly or indirectly arising from, related to or connected with, in whole or in part, Artist's Work under the Agreement, including but not limited to Claims directly or indirectly arising from, related to or connected with, in whole or in part: any act, omission, fraud, wrongful or reckless conduct, fault or negligence by Artist or its officers, directors, agents, employees, subcontractors or suppliers of any tier, or by any of their employees, agents or persons under their direction or control; violation by Artist or Artist's officers, directors, agents, subcontractors or suppliers of any tier, or by any of their employees, agents and persons under their direction or control, of any copyright, trademark or patent or federal, State or local law, rule, code, regulation, policy or ordinance; nonpayment to any of Artist's subcontractors or suppliers of any tier, or if any officers, agents, consultants, employees or representatives of Artist or its subcontractors or suppliers of any tier; and, any other act, omission, fault or negligence, whether active or passive, of Artist or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Agreement, including infringement of any intellectual property right (collectively "Acts and Omissions"). This indemnification obligation includes any penalties or fines assessed by the Federal Aviation Administration or Transportation Security Administration as well as any other costs to the City, such as investigation and security training, incurred as a result of any violation of federal security regulations, including the Airport security plan, by the Artist, its subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

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- B. Artist shall, at its sole cost and expense, defend City and its officers, board members, departments, representatives, authorized representative(s), agents and employees, affiliates, successors and assigns from and against all Claims that are directly or indirectly based, in whole or in part, upon the allegation or assertions, express or implied, that Artist, or its officers, directors, agents, subcontractors or suppliers of any tier, or any of their employees, agents or persons under their direction or control, committed any Acts or Omissions, regardless of whether such allegations or assertions are true and whether or not Artist, or its officers, directors, agents, subcontractors or suppliers of any tier, or any of their employees, agents or persons under their direction or control, are ultimately found liable for such Acts or Omissions.
- C. Artist's duty to defend shall arise only upon City's tender of defense to Artist in writing. Upon receipt of City's tender of defense, if Artist does not promptly accept the defense and thereafter duly and diligently defend City and its officers, board members, departments, representatives, authorized representative(s), agents and employees, affiliates, successors and assigns as provided herein, then Artist shall pay and be liable for the reasonable costs, expenses and attorney fees incurred after the tender of defense by City and its officers, board members, departments, representatives, authorized representative(s), agents and employees, affiliates, successors and assigns, in defending against the Claims and enforcing this provision.
- D. Nothing herein shall be construed to require Artist to indemnify, hold harmless, or defend City from City's fault, which shall be apportioned between the parties based on the proportionate share of fault of each party.
- E. The parties intend that the indemnity and defense provisions in this Article 5 shall be interpreted so as to be enforceable to the fullest extent permitted by law, but nothing herein shall be interpreted in any manner to violate public policy.
- F. Artist's agreements with its subcontractors shall provide in writing (in a form acceptable to City) that each subcontractor shall, jointly and severally with Artist, indemnify and defend City, and City's officers, board members, departments, representatives, authorized representative(s), agents and employees, affiliates, successors and assigns, from any alleged Acts and Omissions of the subcontractor, and its officers, directors, agents, subcontractors or suppliers of any tier, and their employees, agents or persons under their direction or control, to at least the same degree as Artist is bound to indemnify, defend and hold City harmless from and against such alleged Acts and Omissions under the provisions of this Agreement. Nothing in this Agreement shall prevent Artist from making a claim against its subcontractors for contribution or allocation of fault at law or pursuing contribution or indemnification from its subcontractors pursuant to the terms and conditions of the subcontracts between Artist and its subcontractors.
- G. The Artist hereby acknowledges receipt of good and valuable consideration for the indemnification obligations of this Agreement.
- H. The indemnification obligations of this Agreement shall not be reduced by a limitation on the amount or type of damages, compensation or benefits payable by or for the Artist, or subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.

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I. The provisions of this Article 5 shall survive the termination of this Agreement and the completion of the work and shall apply to all Claims regardless of whether they arise before or after completion of the work under the Agreement.

ARTICLE 6 - CITY'S RESPONSIBILITY

- A. Terminal Public Artwork. City has provided the Artist full information regarding City's requirements for the Terminal Public Artwork, including the Request for Proposals (RFP) dated _____, 2017 and any addenda thereto; Exhibit A –Project Descriptions and Artist's Work; and Exhibit C – Bill of Sale, which set forth City's objectives, constraints and criteria.
- B. City's Terminal Public Artwork Manager. City has designated (Title of Person), or his or her designee as the Project Manager, who shall have authority to act in City's behalf with respect to the Terminal Public Artwork.
- C. City's Performance. City shall examine Terminal Public Artwork submitted by the Artist, furnish required information and services, and render approvals and decisions promptly so as to avoid unreasonable delay.

ARTICLE 7 - COMPLETION OF TERMINAL PUBLIC ARTWORK

- A. Artwork Submission and Closing. The parties acknowledge that City intends the Artist to deliver the completed Artwork to the City not later than (month day, year).
- B. Artist Delays in Submission. Unless the City consents to a delay in writing, the Artist shall be liable for delays not caused by the City beyond the delivery date set forth above as set forth in Article 18 – Liquidated Damages.

ARTICLE 8 - TERMINATIONS

- A. Termination by City. City may terminate this Agreement at any time for any reason or no reason upon seven (7) calendar days written notice.
- B. Termination by Artist. If City materially fails to meet its responsibilities and obligations under this Agreement, the Artist shall notify City of such failure. If City fails to cure its material breach, the Artist may, after thirty (30) days written notice, terminate its performance under this Agreement.
- C. Ownership of Artwork, Materials and Design after Termination. In the event of termination, City and the Artist agree to the following:
 - 1. If at the time of termination, the Artist's Work has not been delivered, the City shall return said design proposals to the Artist and any rights in said design that the City may have obtained shall revert to the Artist. The City may retain a copy of any drawings, models or similar materials for its records and will provide a list to the Artist of all such items retained. However, possession of such copies by the City shall not confer upon it any right to utilize any idea, concept or design contained in such copies, and such rights shall remain with Artist.

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2. If at the at the time of termination, work on said art piece has been initiated, the artist may submit a plan for consideration to complete the Artist's work in accordance with Exhibit A by following the Dispute Resolution process outlined in Article 10 of this agreement.
3. If the determination after the Dispute Resolution process is that City will proceed with termination, the City will have the right to have the Artwork completed, fabricated, delivered, and installed by a party selected by City or otherwise determined through the Dispute Resolution process, in accordance with Exhibit A.

ARTICLE 9 - DISPUTE RESOLUTION

- A. Process Required. Before Artist may commence a legal action against City, Artist must first comply with the provisions of this Article, which compliance shall be a condition precedent to commencing a legal action under this Agreement.
- B. Process. Any dispute or claim that Artist may have which is not disposed of by a written amendment or agreement between the parties shall be decided pursuant to the procedure set forth below. Each notice of claim, dispute, request, submission, appeal, notification, or decision under this Article shall be made by delivery of notice of such action as set forth in Article 22 of this Agreement, in compliance with the requirements set forth below.
- C. Artist's Disputes and Claims.
 1. Artist shall submit written notice of any dispute or claim arising under this Agreement to an individual designated by the Department of Airports to act as the City's dispute resolution administrator for any particular dispute ("City's Dispute Resolution Administrator") within fifteen (15) calendar days after Artist knows or reasonably should know of the facts giving rise to the dispute or claim.
 2. Within thirty (30) calendar days after giving the written notice described above, Artist shall submit the dispute or claim to City's Dispute Resolution Administrator for review by delivering the following to City's Dispute Resolution Administrator:
 - (a) A detailed statement of all the relevant facts and law applicable to such dispute or claim, with citations and references to all relevant evidence, contract provisions and authorities;
 - (b) Copies of all relevant evidence, contract provisions and authorities;
 - (c) The identification, title, address and phone numbers of each person who may have relevant knowledge concerning the dispute or claim, together with a summary of the relevant knowledge believed to be held by each such person;
 - (d) A concise statement of the relief sought by Artist; and,
 - (e) A summary of all amounts, if any, Artist is seeking as monetary relief or damages as part of the claim or dispute, together with all detailed cost

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records, receipts, invoices and documents that support the claimed amount.

3. Upon receiving Artist's submission, City's Dispute Resolution Administrator shall be entitled, at his or her sole discretion, to:
 - (a) Direct Artist to provide additional or supplemental information and documentation to City's Dispute Resolution Administrator that is relevant to the dispute or claim or may lead to the discovery of relevant information;
 - (b) Meet with and interview persons who may have relevant knowledge concerning the matter;
 - (c) Direct submission of the dispute or claim to an independent expert or experts, or an independent third party or panel of third parties, for review and recommendations, on terms directed by City's Dispute Resolution Administrator;
 - (d) Direct any other form of dispute resolution or claim evaluation, as determined by City's Dispute Resolution Administrator, for purposes of providing guidance or recommendations to City's Dispute Resolution Administrator concerning all or any aspect of the dispute or claim;
 - (e) Direct meetings between the parties or their agents (including, without limitation, senior decision makers, project personnel, attorneys, agents, and subcontractors) to, among other things, vet the issues, gather information, assure full disclosure, evaluate facts, obtain statements, or encourage settlement;
 - (f) Direct legal counsel for the parties to provide legal authorities, citations, opinions or attend meetings to address legal issues;
 - (g) Direct such other acts as City's Dispute Resolution Administrator deems reasonable to vet the issues, gather information, assure full disclosure, evaluate facts, obtain statements, encourage settlement and fully and fairly evaluate the relevant facts and law.

4. Subject to Articles 10.C.5, 10.D and 10E below, within sixty (60) calendar days after the events directed by City's Dispute Resolution Administrator have concluded and all information and documentation requested by City's Dispute Resolution Administrator has been provided, City's Dispute Resolution Administrator shall issue a written decision concerning the dispute or claim and such decision by City's Dispute Resolution Administrator shall be final and binding unless it is appealed in writing as set forth in Article 10.C.5. City's Dispute Resolution Administrator shall have the right, in its sole discretion, to adopt, follow or agree with, in whole or in part, any formal or informal guidance, recommendations, or decisions given by any experts, third parties, or other person. City's Dispute Resolution Administrator shall further have the authority (among other things) to direct whether or not such formal or informal guidance, recommendations or decisions by any such experts, third parties, or other

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persons may be introduced, admitted or used as evidence in any subsequent proceedings. Unless otherwise agreed in writing, failure of the City's Dispute Resolution Administrator to issue a written decision within sixty (60) calendar days shall be deemed a denial of Artist's Claim.

5. If Artist disputes City's Dispute Resolution Administrator's decision and wishes to appeal, Artist shall file an appeal with SLCDA's Executive Director in writing within twenty (20) calendar days after the date the City's Dispute Resolution Administrator's decision is issued. If an appeal is not timely filed, then the decision of the City's Dispute Resolution Administrator shall be final and binding upon all parties with respect to its subject matter and the disputes or claims that were at issue. Artist's appeal to SLCDA's Executive Director shall specify all factual and legal grounds that Artist is relying upon for the appeal, and shall certify that the appeal is ready for decision. The appeal shall be limited to the facts, documents, evidence and legal arguments previously submitted to the City's Dispute Resolution Administrator, although SLCDA's Executive Director may, in his/her discretion, direct Artist to provide additional information and documentation deemed necessary to review the issues on appeal. Within twenty (20) business days after SLCDA's Executive Director receives the appeal and all documents requested from Artist in connection with the appeal, then SLCDA's Executive Director shall issue a written decision. A decision by SLCDA's Executive Director shall be final and binding. Unless otherwise agreed in writing, failure by SLCDA's Executive Director to issue a written decision within twenty (20) calendar days shall be deemed a denial of Artist's appeal.
 6. Notwithstanding the foregoing, City's Dispute Resolution Administrator shall have the right in his or her sole discretion to waive in writing all or any portion of the foregoing procedures with respect to any particular claim or dispute, or portion thereof, and to implement other reasonable procedures to handle such disputes or claims on a more accelerated basis if City's Dispute Resolution Administrator deems it necessary or desirable to consider or resolve the dispute or claim on an accelerated basis. In such event, City's Dispute Resolution Administrator shall notify Artist in writing of the change in procedures applicable to the particular claim or dispute, or portion thereof, and Artist shall follow City's Dispute Resolution Administrator's directives with respect to submitting such claim or dispute, or portion thereof.
- D. Third Party Disputes and Claims. Notwithstanding the foregoing, if SLCDA's Executive Director or City's Dispute Resolution Administrator in good faith anticipates or becomes aware of a potential claim or dispute that might be made by third parties against the City by reason of Artist's alleged acts or omissions, then SLCDA's Executive Director or City's Dispute Resolution Administrator may, in his or her sole discretion, stay the process set forth above with respect to Artist's disputes or claims pertaining to the same subject matter until City is reasonably able to determine the outcome of the potential claim or dispute.
- E. Effect of Process. Notwithstanding the pendency of any dispute or any appeal, Artist shall, if so ordered by City, comply with all orders and directions of City concerning the performance of this Agreement and Artist shall continue to fulfill its obligations hereunder. Artist agrees that should Artist discontinue services due to a dispute, City

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may terminate this Agreement for cause and City may withhold any sums in dispute until after a final resolution of such dispute. Artist's time and expenses incurred in the pursuit of Artist's claims shall not be subject to payment or reimbursement under this Agreement. Artist shall not be entitled to recover any claim preparation costs, mediation or facilitation fees or costs, attorney fees or costs, or any other expense incurred during the pendency of any claim preparation, dispute, appeal, alternative dispute resolution process or litigation.

ARTICLE 10 – OWNERSHIP OF THE ARTWORK AT CLOSING

Title to the Artist's Work shall pass to the City upon (1) the execution of the Bill of Sale and delivery of the Artist's Work to the City, and (2) payment to Artist of compensation due under the Agreement.

ARTICLE 11 – RIGHTS TO CREATE REPRODUCTIONS OF THE ARTWORK.

- A. The Artist acknowledges that the City is the owner of all copyright and other intellectual property rights in the Artwork.
- B. The City agrees that the Artist may photograph, film, or videotape the Artwork after installation of the Artwork at a time mutually convenient to both parties for Artist's self-promotion purposes only.
- C. In view of the intention that the installed Artwork shall be unique, the Artist shall not make any substantially similar duplicate, two or three-dimensional reproductions of the installed Artwork, or permit others to do so except with the written permission of the City, which permission may be withheld for any reason. However, this Agreement shall not be deemed to prohibit the Artist from reusing the themes, separate elements, and concepts incorporated in the Artwork in new Artworks so long as any such reuse in new Artworks does not result in a combination that, as a whole, constitutes a work substantially similar to the Artwork.
- D. The Artist grants to the City all exclusive, perpetual, irrevocable, and royalty free licenses and rights to make two dimensional photographs and filmed, or videotaped reproductions of the Artwork for any purpose.

ARTICLE 12 - ARTIST'S WARRANTIES

The Artist represents and warrants that: (a) the Artist's Work is the original creation of the Artist; (b) the Artist's Work is unique and an edition of one; (c) no identical or greatly similar work will be created by the Artist; (d) the Artist's Work does not infringe upon any copyright, trademark, or any other property or personal right; (e) the Artist's Work is free and clear of liens or encumbrances from any source whatsoever; and (f) the Artist knows of no adverse claims to the Artist's Work and neither the Artist's Work nor any portion thereof is in the public domain.

ARTICLE 13 – RISK OF LOSS

The Artist shall bear all risk of loss or damage to the Artist's Work prior to delivery to the City, and City's acceptance of Artist's Work. The risk of loss or damage to the Artist's Work shall pass to the City upon delivery of the Artist's Work, and City's acceptance of the Artist's Work. If prior to delivery of the Artist's Work and City's acceptance of the Artist's Work, or any part thereof, is lost, damaged, or destroyed and such loss, damage or destruction is not caused by the City or City's agent, the Artist shall be responsible to reconstruct or remake such Artist's Work without any additional compensation from the City. If prior to delivery of the Artist's Work

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and City's acceptance of the Artist's Work, or any part thereof, is lost, damaged, or destroyed and such loss, damage or destruction is caused by the City, or someone acting on behalf of the City, the Artist shall be responsible to reconstruct or rework such Artist's Work but shall be entitled to additional compensation in an amount to be negotiated by the parties in good faith.

ARTICLE 14 – DISPLAY OF ARTWORK

The City shall have the right to display the Artist's Work in any location and to not display or remove the Artist's Work from display for any reason. In addition, the City may relocate the Artist's Work at any time.

ARTICLE 15 – PUBLICITY

The Artist grants to the City the right but not the obligation to use the Artist's name in connection with the Artist's Work in any manner and in any media, for non-commercial or commercial purposes. The City shall not use the Artist's name or biography, photograph, or likeness as endorsing any product, service, organization, or cause.

ARTICLE 16 – ARTIST/SUBCONTRACTOR RELATIONSHIP

Except as may be otherwise provided, the Artist shall not contract with subcontractors to perform any portion of the Terminal Public Artwork provided for in this Agreement without the prior written consent of City. It is solely the Artist's responsibility to ensure that any of the Artist's permitted subcontractors perform in compliance with the terms of this Agreement.

ARTICLE 17 – ARTIST'S RECOGNITION

The City will provide and install, at the City's expense, a plaque on or near the Artwork, containing a credit to the Artist.

ARTICLE 18 – LIQUIDATED DAMAGES

Time is of the essence of this Agreement. If the Artist shall neglect, fail, or refuse to complete the Artist's Work within the time specified for delivery in the Agreement, then the Artist does hereby agree, as a part consideration for the awarding of this Agreement, to pay to the City, as liquidated damages and not as a penalty, the sum of Two Hundred and Fifty dollars (\$250) per day for each calendar day beyond the dates set forth in the Agreement that the Artist fails to deliver the Terminal Public Artwork to the City. City shall provide written notice of said imposition of liquidated damages and Artist shall have seven (7) days to cure. The said amount is fixed and agreed on by and between the Artist and the City because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the City will sustain by failure of the Artist to complete the Artwork on time, such as loss of revenue, service charges, interest charges, delays caused to other construction activities of City by failure to perform this Agreement, and other damages, some of which are indefinite and not susceptible of easy proof, said amount is agreed to be a reasonable estimate of the amount of damages which the City will sustain and said amount shall be deducted from any monies due or that may become due to the Artist.

ARTICLE 19 - LICENSES

The Artist agrees to possess and keep current all state and local licenses required for the services to be performed in connection with the Project, including without limitation state and local licenses, permits, or other authorizations required for all Artist's staff.

ARTICLE 20 - INDEPENDENT CONTRACTOR

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The Artist is an independent contractor and not an employee of City. Except as specifically provided in this Agreement, the Artist has no authority to act on behalf of City.

ARTICLE 21 - ASSIGNMENT

This Agreement cannot be assigned by either party without the prior written consent of the other.

ARTICLE 22 - NOTICES

Notice will be sufficient if delivered to the following Notice Addresses by hand delivery directly to the named individual or title, by express U.S. mail postage prepaid, or by overnight delivery service for which delivery receipt is required.

- A. To City:
 - Contracts Manager
 - Salt Lake City Department of Airports
 - Salt Lake City International Airport
 - P.O. Box 145550
 - Salt Lake City, Utah 84114-5550
 - Fax No. (801) 575-2041

Overnight carrier or hand delivery:

- Contracts Manager
- Salt Lake City Department of Airports
- Salt Lake City International Airport
- 776 North Terminal Dr.
- Terminal Unit One, Suite 250
- Salt Lake City, Utah 84122
- Ph. No. (801) 575-2401

- B. To City for Dispute Resolution Issues:
 - City’s Dispute Resolution Administrator
 - C/O Contracts Manager
 - Salt Lake City Department of Airports
 - Salt Lake City International Airport
 - P.O. Box 145550
 - Salt Lake City, Utah 84114-5550

- C. To Artist:
 - _____
 - _____
 - _____
 - Ph. No. (____) _____
 - Fax No. (____) _____

- D. Any notice delivered by hand shall be deemed received by the addressee upon actual delivery; any notice delivered by overnight delivery service or express mail as set forth in this Agreement shall be deemed received by the addressee on the following business day after deposit.

- E. The parties may designate in writing other Notice Addresses for notice from time to time.

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ARTICLE 23 - NO THIRD-PARTY BENEFICIARIES

This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, except to bona fide successors in interest, any rights to claim damages or to bring any suit, action or other proceeding against either the City or the Artist because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.

ARTICLE 24 - CAPITALIZED TERMS

Terms capitalized in this Agreement that are defined in this Agreement, shall have the meaning specified in this Agreement. Other terms are capitalized solely for convenient reference.

ARTICLE 25 - GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT

City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code or its successor ("GRAMA"). All materials submitted by the Artist pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with the Artist. Any materials for which the Artist claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from the Artist explaining the Artist's claim of exemption from disclosure. City will make reasonable efforts to notify the Artist of any requests made for disclosure of documents submitted under a claim of confidentiality. The Artist may, at the Artist's sole expense, take any appropriate actions to prevent disclosure of such material. The Artist specifically waives any claims against City related to disclosure of any materials required by GRAMA.

ARTICLE 26- SALT LAKE ART DESIGN BOARD

It is understood and agreed that City law prohibits any member of the Salt Lake Art Design Board from receiving any contract for any work of art or from having any financial interest in or financial benefit from any work of art that is recommended by such board or that is produced by any firm or person that receives any contract for such work of art from the City.

ARTICLE 27- REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES

Artist represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City code.

ARTICLE 28 - EMPLOYMENT STATUS VERIFICATION SYSTEM (SB 81)

- A. Artist and each person signing on behalf of Artist certifies as to its own entity, under penalty of perjury, that the named Artist has registered and is participating in the Status Verification System to verify the work eligibility status of the Artist's new employees that are employed in the state of Utah in accordance with Utah Code section 63G-12-302.

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- B. The Artist shall require that the following provision be placed in each subcontract at every tier: “The subcontractor shall certify to the main (prime or general) consultant by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided to Artist prior to the notice to proceed for the subcontractor to perform the work.”
- C. Manually or electronically signing the Agreement is deemed the Artist’s certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws, including Utah Code section 63G-12-302.

ARTICLE 29 - FAA NONDISCRIMINATION CLAUSE

- A. The Artist, for itself, its heirs, personal representatives, successors in interest, and assignees, as a part of the consideration hereof, hereby covenants and agrees to comply with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- B. The Artist, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, hereby covenants and agrees that no person on the grounds of sex, creed, race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the providing of services hereunder.
- C. In the event of a breach of any of the nondiscriminatory covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, City shall have the right to terminate this Agreement as if it had never been made or issued.
- D. The Artist does hereby agree to include the above clauses in all subcontracts and cause subcontractors to similarly include clauses in further subcontracts.
- E. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by federal law or rules and regulations.

ARTICLE 30 - FAA SUBORDINATION CLAUSE

This Agreement shall be subordinate to the provisions of any existing or future agreements between City and the United States Government relating to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving federal funds.

ARTICLE 31 - RULES AND REGULATIONS

In providing its services hereunder, the Artist agrees to comply with all applicable laws of the United States of America, the state of Utah, Salt Lake County, and City, and all lawful rules, regulations, ordinances, policies and grant or administrative terms and conditions promulgated by its authority, whether now in force or hereafter prescribed, including without limitation,

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building codes, fire codes, security regulations, and regulations or directives of the Federal Aviation Administration and Transportation Security Administration. Artist deliverables produced and services rendered shall conform to the same.

ARTICLE 32 - TSA AIRPORT SECURITY CLAUSE

The Artist acknowledges that security is of primary importance at the Airport, and that security requirements are likely to change during the term of this Agreement. Artist shall at all times comply with all federal, state and local security laws, regulations, policies, requirements and directives whether written or verbal, including, without limitation, 49 CFR Part 1542 “Airport Security” or any amendment or successor thereto, and Artist will work cooperatively with City in connection with the same. Artist understands and agrees that the same may impact Artist’s business operations and costs. Artist further agrees that it shall be strictly liable for the payment of any civil penalties assessed against City or Artist relating to security, and shall be solely and fully responsible for any and all breaches of security and the consequences thereof resulting from the negligence or intentional acts of omission or commission of its officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers.

ARTICLE 33 - LIABILITY FOR FINES AND OTHER OBLIGATIONS

Artist is liable for and shall immediately pay the amount of any and all fines, penalties and fees any lawfully empowered entity imposes on City or any of its departments, employees, officers or agents, or on Artist or any of Artist’s officers, employees, agents, or subcontractors, to the extent caused by any act or failure to act by Artist or Artist’s officers, employees, agents, subcontractors. Such fines shall include, but not be limited to, any fine, fee or penalty imposed by the FAA or TSA in connection with a violation of any security requirement. Any such payment by Artist shall not be reimbursable by City. Artist may contest the imposition of any such fine, fee or penalty solely at Artist’s expense, and the cost thereof shall not be reimbursable by City. In the event Artist’s contests any matter, Artist shall take all reasonable steps necessary to prevent the imposition of any fines or adverse consequences on City or any of City’s departments, officers, employees or agents, including, without limitation, paying any sum under protest and contesting the matter after such time.

ARTICLE 34 - COMPLETE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either written or oral, and cannot be altered, amended or modified except in writing signed by both parties.

ARTICLE 35 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the state of Utah, and venue shall be in Salt Lake County, Utah.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the day and year first above written.

SALT LAKE CITY CORPORATION

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JOHN BUCKNER
DIRECTOR OF ADMINISTRATION AND
COMMERCIAL SERVICES
SALT LAKE CITY DEPARTMENT OF AIRPORTS

ATTEST:

CITY RECORDER

ARTIST

by: _____
Signature

Print Name

its: _____
Print Title

STATE OF _____)
: ss.
COUNTY OF _____)

On _____, personally appeared before me
(Date)

_____, who being by me duly
sworn,
(Name of person signing Agreement)

did say that s/he is the _____
(Title of person signing Agreement)

of _____, a corporation validly existing under the laws of the state of
_____; and that said instrument was signed on behalf of said corporation by authority of a

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resolution or bylaws of its Board of Directors; and said person acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

Residing at _____

My commission expires _____

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