

Agreement
Bellevue Botanical Garden Society
City of Bellevue Parks & Community Services Department

The Bellevue Botanical Garden Society (Society) and the City of Bellevue Parks & Community Services Department (City) recognize the value of special public events in achieving the Garden's mission. The Garden's Coordinating Committee has reviewed the "Arts in the Garden" exhibit concept and enthusiastically support the concept of a free, temporary exhibit within the Bellevue Botanical Garden as a visitor amenity appropriate to the Garden's setting.

Whereas the Society exists solely to support the Bellevue Botanical Garden and deliver mission-based programming to benefit the Bellevue community, it is fitting that the artists pay a participation fee to the Society to support their efforts at the Bellevue Botanical Garden. All parties agree that this fee will be \$250 per artist.

To this end, so that each entity can achieve its individual and collective community goals in event planning and presentation, as well as financial support, the following conditions are agreed upon by all parties:

General Terms and Conditions:

- ◆ The Society agrees to exhibit garden art pieces from up to 50 artists for public display in the Bellevue Botanical Garden for a period beginning **August 24, 2018** and ending no later than **August 26, 2018**.
- ◆ The City and Society do not assume the risk of any damage due to vandalism, deterioration which may be caused by inherent defect or blemish, or damage to any pieces during transportation to and from the site, installation, exhibition, and removal.
- ◆ The Society ensures that the artists will be responsible for transporting the pieces to and from the Garden, and for installing and removing the work in a manner designated by the City. The City will approve the specific sites within the Garden at which the work is to be placed. The sites may be changed only with City approval. The Society will abide by the City's Exhibitor Guidelines for Bellevue Botanical Garden.
- ◆ The Society, consistent with approved schedule, will ensure that the artists remove the pieces from the Garden. Pieces not removed by August 26, 2018 will be removed by the City and placed in storage at the Society's risk and expense, at rates consistent with current commercial rates, and may be sold to defray costs.
- ◆ The Society will be responsible for all sales that might result from the exhibition, and will provide a full accounting of same.
- ◆ The Society is responsible for all layout and graphic-related production for the event.
- ◆ The Society will offer the assistance of its docents and other volunteers in the event that they wish to assist visitors throughout the exhibition.
- ◆ The Society is responsible for advertising and public relations efforts.

- ◆ The Society shall notify the Parks Department of any injury to persons or damage to property that could reasonably give rise to a claim for damages against the City that occurs at or as a result of the exhibit. The Society shall notify the City as soon as possible after receiving notice of such damage or injury, and no later than the next business day.
- ◆ It is understood that images of and information about the artwork and its artist may be reproduced in an Exhibition catalog, the City's website, the Garden's website, and other educational, non-commercial and/or promotional literature, and to record the condition of the piece.

Term of Agreement:

- ◆ The duration of this agreement will be from August 1, 2018 through August 30, 2018.
- ◆ This agreement may be extended by mutual agreement of the parties.

Indemnification

- ◆ The Society shall protect, defend, indemnify and save harmless the City, their officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Society. The Society agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Society, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Society.
- ◆ The City shall protect, defend, indemnify and save harmless the Society, its officers, employees and agents from any and all costs, claims judgments or awards of damages, arising out of or of in any way resulting from the negligent acts or omissions of the City. The City agrees that their obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation, hereby waive, as respects the Society only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Society incurs any judgment, award and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the City.

Insurance

- ◆ The Society will comply with the insurance requirements set forth in Attachment B of this Agreement, and provide the City of Bellevue with a Certificate of Liability Insurance naming the City as an additional insured on the Society's Commercial General Liability coverage.

Force Majeure

- ◆ Neither party shall be deemed in default hereunder and neither shall be liable to the other if either is substantially unable to perform its obligations hereunder by reason of any fire, earthquake, flood, tsunami, hurricane, epidemic, accident, explosion, strike, riot, civil disturbance, act of public enemy, embargo, war, military necessity or operations, act of God, any municipal county, state or national ordinance or law, any executive or judicial order, or similar event beyond such party’s control; provided, however, that no party shall be entitled to relief under this Section unless such party shall have given the other party reasonable notice of such event and shall have exhausted all reasonable means of complying or implementing alternative means of compliance with its contractual obligations hereunder. The Parties agree that City of Bellevue officials acting in good faith may cancel the exhibit for any amount of time in the event of extreme weather conditions or natural disaster, e.g. heavy winds or lightening, that may create a significant risk to public health and safety. In such circumstances, the parties are absolved of any and all responsibilities or liability arising under this Agreement.

By signing this agreement all parties agree to be bound to the terms and conditions stated in this agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on their behalf.

BELLEVUE BOTANICAL GARDEN SOCIETY

_____	_____
Name	Date
Title	

CITY OF BELLEVUE

_____	_____
Name	Date
Title	

Approved as to Form:

_____	_____
Name	Date
Title	