



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve Artist Agreement 26-003 with Larissa deHaas outlining the terms of installation and liabilities related to their artwork on the Main Street bus stop.

Reasons for Recommendation:

- The Arts Commission conducted a call-for-artist over the winter for artwork to be permanently installed on the Main Street gondola bus stop. They selected Larissa deHaas' group of paintings titled "Sense of Place" to be installed on the structure.
- The Artist Agreement outlines the installation responsibilities and liabilities between the artist and the city, which must be approved by City Council.

Policy Analysis and Background (non-consent items only):

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	Funds to pay the artist come from the Arts Commission's annual budget. Adequate funds exist in the account.
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Attachments:

- | |
|--|
| 1. Artist Agreement 26-003 with Larissa deHaas |
| 2. |
| 3. |

Artist Agreement #26-003
Larissa deHaas

THIS AGREEMENT is made and entered into this 21st day of April 2026, by and between the CITY OF KETCHUM, an Idaho municipal corporation (“City”), and Larissa deHaas (“Artist”).

RECITALS

WHEREAS, the City is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, pursuant to Idaho Code §50-301, the City is empowered to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents; and

WHEREAS, the City has exclusive control of the public rights-of-way; and

WHEREAS, the Artist desires to allow the city to install a certain work of art in the public right-of-way for the enjoyment of the public; and

WHEREAS, the City desires to do so because such public display of art will promote the public health and welfare of the City of Ketchum.

NOW, THEREFORE, on the basis of the foregoing recitals, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.
2. Grant of Revocable License. Artist hereby grants to the City a revocable limited license to display the artwork described in Exhibit A attached hereto and hereby made a part of this Agreement (the “Art”) on/at the location described in Exhibit B attached and made a part of this Agreement (the “Display Site”). The placement of the Art shall be at the sole discretion of the City.
3. Transportation, Installation and Removal. The City shall be solely responsible for all costs and liabilities related to or arising from the installation, display, and removal of the Art on the Display Site.
4. Term and Display Period. The term of this Agreement shall run from April 21, 2026, until the Art is removed. The Art shall remain on display at the Display Site from the time of installation until at least April 21, 2031 (the “Display Period”). After the Display Period, the Ketchum Arts Commission may choose to extend the Display Period or install a new work of art through a public call for artists. Either party may terminate the Display Period at any time for any or no reason upon seven days’ notice to the other Party.
5. Payment to Artist. Upon final installation of the artwork, the artist will be paid an

amount of \$1,000.

6. Ownership/Authority/Copyright and Reproduction Rights. The Artist hereby represents that it owns all right, title, and interest in and to the Art or that it has full Authority to execute this Agreement. At no time during the course of this Agreement shall the City have any right, title, or interest in or to the Art unless specifically agreed to in writing by both the Artist and the City. The City shall not make any commercial use of the Art without the Artist's written consent; however, the City may publish and distribute photographs of the Art as installed on the Display Site for noncommercial purposes.
7. Release and Indemnification. The Artist hereby releases, holds harmless and agrees to indemnify and defend the City, its elected officials, appointed officials, agents, employees and volunteers from and against any and all damages, injuries to persons or property, including damage to the Art installation, personal injuries (without limitation including death) liabilities, claims or obligations in any manner related to or arising from the Art installation at to the Display Site. Such release and indemnification shall not apply to any damages, injuries to persons or property, including the Art installation, personal injuries (without limitation, including death), liabilities, claims, or obligations arising from the negligence of the City, its elected officials, appointed officials, agents, employees, or volunteers.
8. No Third Party Beneficiaries. By entering this Agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the Artist. No person shall claim any right, title, or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.
9. Compliance With Laws/Public Records. The Artist, its agents, and employees shall comply with all federal, state, and local laws, rules, and ordinances. This Agreement does not relieve the Artist of any obligation or responsibility imposed upon the Artist by law. Without limitation, the Artist hereby acknowledges that all writings and documents, including, without limitation, email, containing information relating to the conduct or administration of the public's business prepared by the Artist for the City, regardless of physical form or characteristics, may be public records pursuant to Idaho Code Section 74-101 *et seq.*
10. Notice. All written communications under this Agreement shall be addressed as follows:

CITY:
City of Ketchum
Attn: City Administrator
P.O. Box 2315
Ketchum, Idaho 83340-2315

ARTIST:
Larissa deHaas
PO Box 4051
Ketchum, ID 83340

11. Miscellaneous.

- a. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
- b. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
- c. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
- d. Successors and Assigns. This Agreement shall be binding upon all successors, assigns, vendees, successors-in-interest, and heirs of the Artist.
- e. Remedies. In the event of default by either party hereunder, the non-defaulting party shall be entitled to seek all available legal and equitable remedies, including, without limitation, specific performance.
- f. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- g. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
- h. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matters.
- i. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Fax copies of this Agreement and the original and fax signatures thereon shall have the same force and effect as original copies and signatures.
- j. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year

first above written.

CITY OF KETCHUM,
an Idaho municipal corporation

ARTIST

By: _____
Pete Prekeges
Mayor

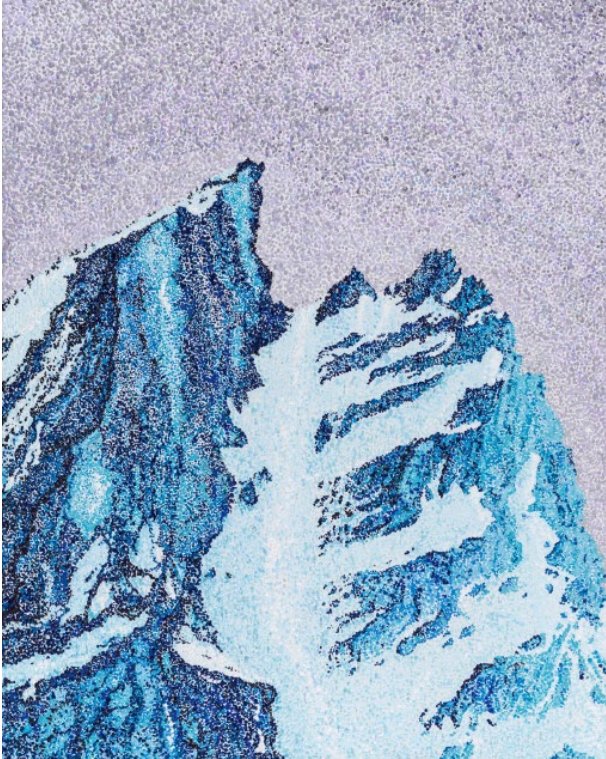
By: _____
Larissa deHaas

ATTEST:

Trent Donat
City Clerk

EXHIBIT A: Group of paintings titled “Sense of Place” by Larissa deHaas to be installed with a vinyl wrap on the Main Street gondola bus stop

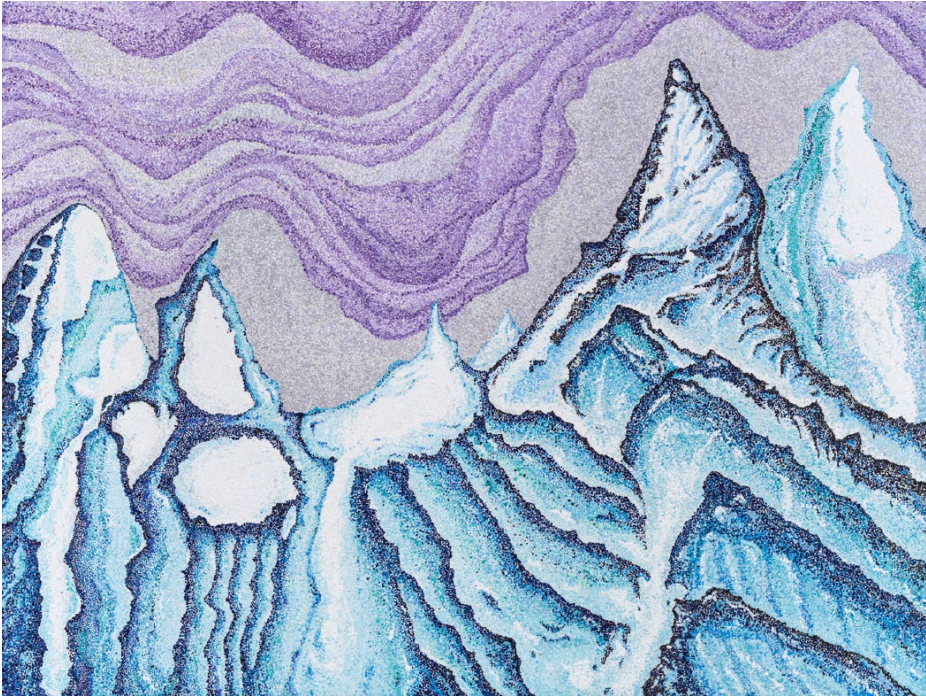
Front:



Back:



Side 1:



Side 2:

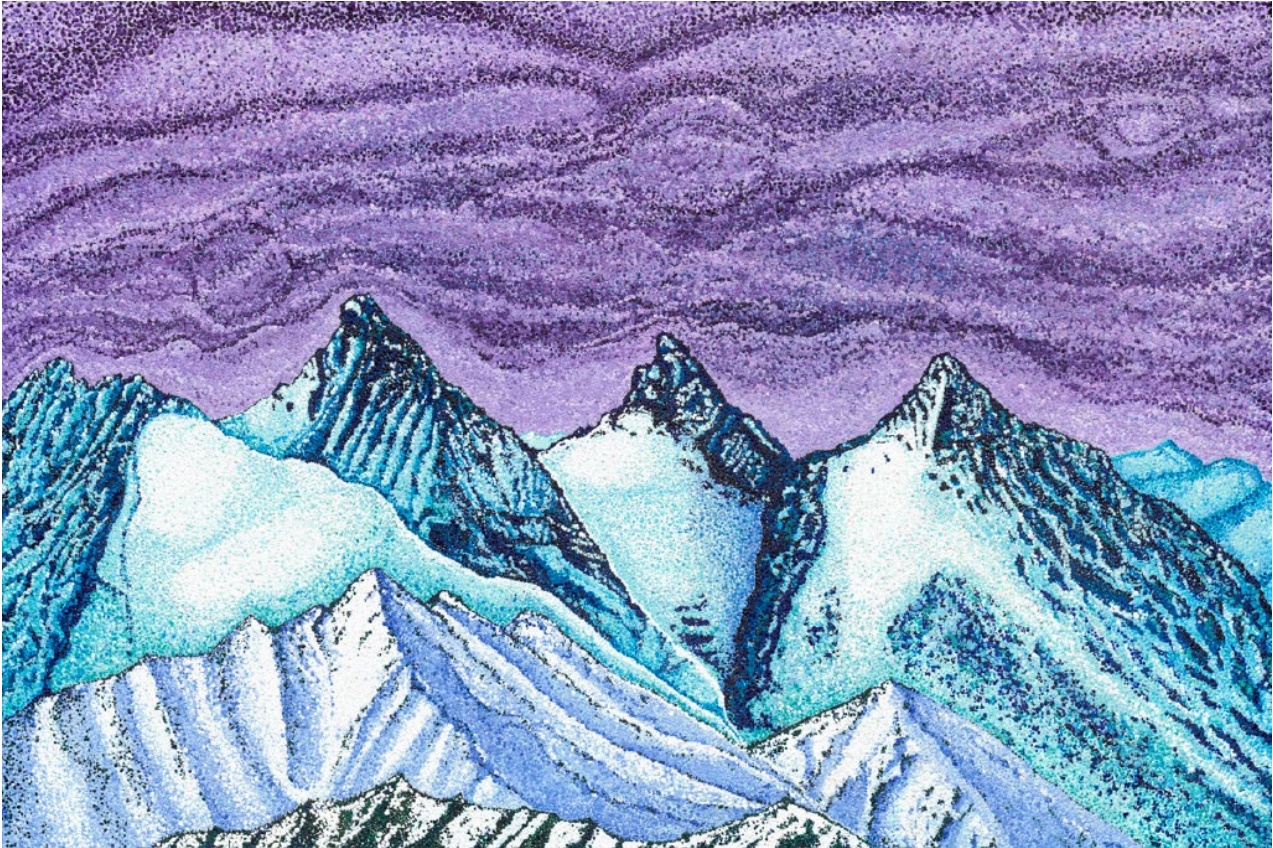
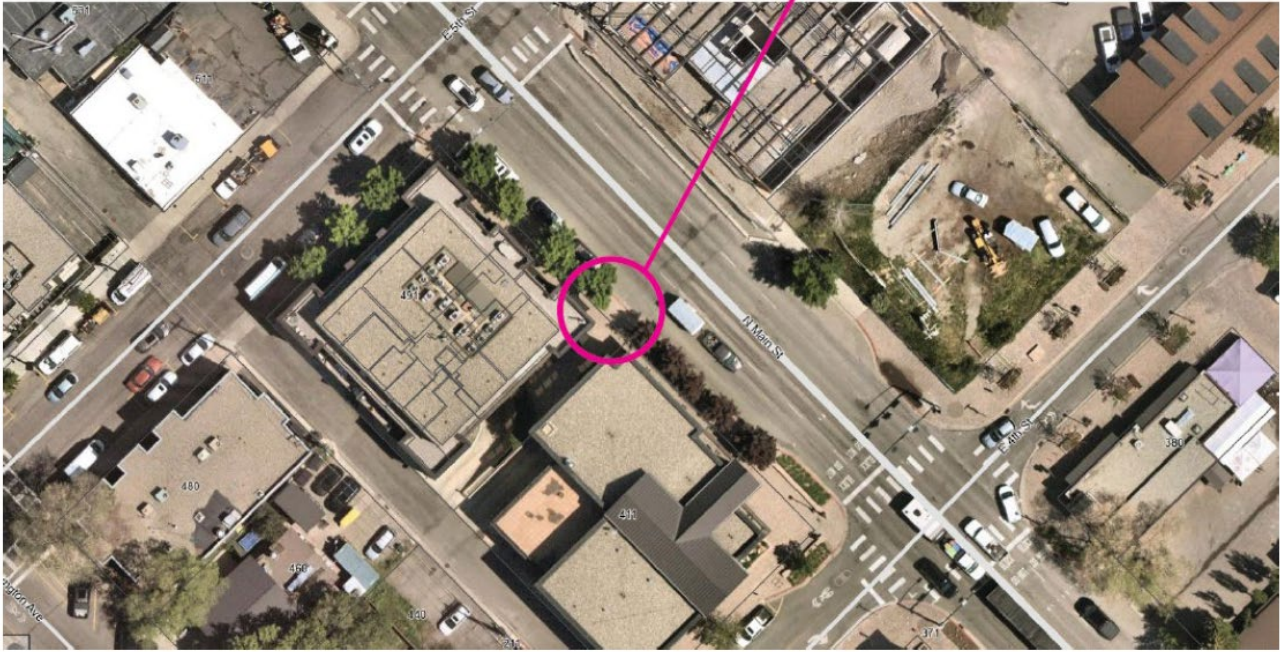


EXHIBIT A: Artwork Display Site

The Artwork will be applied to the exterior painted and window areas of the gondola bus stop located on the west side of Main Street, between 4th and 5th Street, using vehicle wrap-grade printed vinyl graphics with an overlamine protection.

Gondola/bus stop installation location



Location/Street View



Gondola structure

