

ART DONATION AGREEMENT

THIS ART DONATION AGREEMENT (HEREINAFTER THE “AGREEMENT”), made and entered into this ____ day of _____, 2025, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, herein referred to as “City”, and the POTTERS OF THE WIND RIVERS, 232 Main Street, Lander, Wyoming, which is a collective of artists named Jenny Reeves-Johnson, Shawna Pickinpaugh, Carolina Jaramillo Schadebrodt, Dana Higby, Cristin Zimmer, and Heather Foss, Carolyn Orr, Rachel Russell, Isabella Norton, Shannon Wachowski, Pam Hockett, Deb Britt, and Majelle Lee, herein referred to as “DONOR(S)”, whether one or more, on the terms and conditions set forth herein:

RECITALS

WHEREAS, The DONOR(S) desires to gift the City an original art piece in the form of art panels (“Art Panels”) described below for public benefit, cultural enrichment, and community enjoyment; and,

WHEREAS, a detailed description of the Art Panels, including images, titles, dimensions, materials, and artist attributions, will be attached hereto and incorporated as *Exhibit A*;

WHEREAS, the City desires to accept the donation of the Art Panels and to install and maintain them at selected public locations within the City.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the above recitals and the mutual benefits contained herein, the Parties hereby agree as follows:

1. DONATION AND ACCEPTANCE.

- a. **Unconditional Gift.** The DONOR(S) hereby donate the Artwork described in *Exhibit A* to the City as an unconditional, irrevocable, and voluntary gift for the benefit of the public. This donation is made without expectation of compensation, tax deduction, or future control over the use or disposition of the Artwork, except as otherwise provided in this Agreement.
- b. **Title and Ownership.** Upon execution of this Agreement and physical delivery of the Artwork to the City at a mutually agreed time and place, all rights, title, and interest in the physical Artwork shall vest solely and exclusively in the City. Thereafter, the City shall have full legal and equitable ownership of the Artwork, including the right to possess, install, maintain, modify, relocate, or remove it, consistent with the terms of this Agreement.

- c. Warranties of Ownership. The DONOR(S) represent and warrant that they are the sole and lawful owners of the Artwork and possess full authority to make the donation described herein. The DONOR(S) further warrant that the Artwork is free and clear of any and all liens, claims, encumbrances, security interests, or other legal or equitable interests of any third party. The DONOR(S) agree to indemnify and hold the City harmless from any claim arising out of a breach of this warranty..

2. DISPLAY AND LOCATION.

- a. Installation Site. The City agrees to allow for the installation of the Artwork at Jaycee Park, located within Fremont County, Wyoming. The exact placement and orientation of the Artwork shall be determined by the City in consultation with the DONOR(S), taking into account aesthetic, safety, accessibility, and site-specific considerations. DONOR(S) shall be solely responsible for all aspects of the installation process, including labor, equipment, coordination, and supervision. DONOR(S) assumes full responsibility and liability for the Artwork and for any and all injuries, damages, or losses that may occur during installation, including but not limited to damage to the Artwork, damage to City property, or personal injury to any contractor, volunteer, or third party. The City shall have no liability for any claims arising out of or related to the installation. Title to and ownership of the Artwork shall not transfer to the City until the Artwork is fully installed and accepted by the City in accordance with this Agreement.
- b. Purpose. The purpose of the installation is to create a permanent public art fixture for the cultural enrichment, beautification, and enjoyment of the community. The City may promote the Artwork as part of its public art or parks programming and may include it in maps, brochures, websites, and similar materials.
- c. City Discretion. While the intention is for the Artwork to be permanently installed, the City retains the right to make final determinations regarding site preparation, mounting methods, signage, landscaping, and long-term integration of the Artwork into the public space, consistent with City policies and public safety standards.
- d. City Oversight and Conditions. All installation activities shall be subject to City oversight and approval to ensure compliance with applicable safety standards, permitting requirements, and site limitations. The DONOR(S) shall be solely responsible for the cost, labor, and logistics of installing the Artwork unless otherwise agreed in writing. The City retains the right to require reasonable modifications to the installation plan to address public safety, access, utilities, or other municipal considerations.

3. MAINTENANCE AND REPAIRS.

- a. Reasonable Efforts. The City shall use reasonable efforts consistent with its resources, policies, and public responsibilities to care for and preserve the Artwork in its installed location. However, the DONOR(S) acknowledge and agree that the City shall not be liable for any deterioration, damage, or loss resulting from natural aging, weather conditions, vandalism, accidental damage, acts of nature, civil disturbance, unauthorized third-party conduct, or relocation of the Artwork in accordance with this Agreement.
- b. Repair Responsibilities. In the event that the Artwork is damaged and the City determines that repairs may be appropriate or feasible, the City shall provide written notice to the DONOR(S) at the most recent address provided. The DONOR(S) shall have the opportunity to arrange for and/or fund the necessary repairs at their own expense, subject to a mutually agreed timeline and method that meets the City's requirements for safety, durability, and aesthetics. All repair work must be coordinated with the City and performed by qualified professionals approved by the City.
- c. Failure to Repair. If the DONOR(S) do not respond in writing within thirty (30) calendar days after notice is given, or if the DONOR(S) fail to complete the repair work within the agreed timeline, the City shall have the sole discretion to take any action it deems necessary, including but not limited to repairing, relocating, covering, removing, or disposing of the Artwork. The City shall not be liable to the DONOR(S) or any third party for any such action taken in accordance with this subsection.

4. UTILITIES AND INFRASTRUCTURE

- a. No Utilities Provided. The City makes no representation or warranty that any utilities; such as electricity, water, sewer, or telecommunications, will be installed, made available, or maintained at the Artwork installation site. The site is provided in its “as-is” condition, and no utility connections shall be brought to or extended for the benefit of the Artwork unless expressly authorized by the City in writing.
- b. Responsibility for Utility Installation. If, at any time, the DONOR(S), artist(s), or other involved parties request the addition of utilities or site improvements to support the Artwork, such work must be proposed in writing and is subject to the City’s sole discretion and formal approval. If approved, the requesting party shall be solely responsible for the cost, permitting, design, installation, and maintenance of any such utility improvements, and for complying with all applicable City regulations, codes, and policies.
- c. Ongoing Maintenance and Modifications. The City shall have no obligation to maintain, repair, or upgrade any utilities or infrastructure that may be installed in connection with the Artwork. Any future enhancements, modifications, or

replacements related to utilities or infrastructure shall be subject to the same approval process and responsibilities set forth above.

- d. No Precedent Established. Nothing in this section shall be construed to establish a precedent or entitlement to utilities or infrastructure at any future site or for any future public art installation. Each request for utility access or improvement shall be evaluated by the City on a case-by-case basis.

5. **RELOCATION AND DEACCESSION.**

- a. City Authority to Relocate or Deaccession. The City retains the sole and exclusive right to relocate, temporarily remove, or permanently deaccession the Artwork at any time and for any reason deemed necessary, including but not limited to public safety concerns, structural deterioration, vandalism, maintenance requirements, changes in site use or configuration, or other municipal, logistical, or programmatic needs.
- b. Notification to Donor(s). The City will provide the DONOR(S) with at least thirty (30) days' prior written notice before any permanent relocation or deaccession of the Artwork. Notification shall be provided using the contact information supplied by the DONOR(S) under this Agreement. Failure to provide notice despite reasonable efforts shall not limit or invalidate the City's rights under this section.
- c. Disposition of Artwork. The City of Lander acknowledges and agrees that the Artwork is donated with the intent of public display and cultural enrichment, and not for commercial gain. In the event the City determines that it can no longer retain or display the Artwork, the City shall not sell, auction, or otherwise dispose of the Artwork for profit. Instead, the City shall, in consultation with the Donor (if available), make reasonable efforts to return the Artwork or transfer it to another nonprofit, educational, or governmental institution that will preserve the integrity and intent of the donation. If, after reasonable efforts, no such transfer can be accomplished, the City may, in its sole discretion, determine the final disposition of the Artwork.

6. **ATTRIBUTION.**

- a. The City agrees to make reasonable and good faith efforts to provide public acknowledgment of the DONOR(S) and/or individual artist(s) in connection with the Artwork. Such acknowledgment may include signage, plaques, labels, or other appropriate forms of recognition placed near or in proximity to the Artwork.
- b. The form, content, size, placement, and duration of any attribution shall be determined by the City in its discretion, taking into account available space, budgetary considerations, environmental factors, and maintenance or public safety needs. The City shall not be obligated to replace any plaque or signage that is

damaged, removed, or vandalized, though it may do so at its discretion and subject to available resources.

- c. Nothing in this Section shall be construed to require the City to provide attribution in every instance of reproduction or display, particularly when the Artwork appears incidentally in photographs, videos, or media coverage of public spaces or City programs.

7. RIGHTS RETAINED BY DONORS.

- a. Copyright. The DONOR(S) and/or individual artist(s) retain all rights, title, and interest in and to any copyright they hold in the Artwork. Nothing in this Agreement shall be construed as a transfer of copyright ownership to the City.
- b. License to Reproduce. The DONOR(S) hereby grant the City a non-exclusive, irrevocable, perpetual, worldwide, royalty-free license to photograph, digitize, reproduce, publish, and otherwise use images of the Artwork in any medium now known or later developed, for non-commercial purposes including but not limited to: educational programming, City publications, promotional materials, public information, catalogs, websites, press releases, social media, and documentation of the City's public art collection. This license includes the right to authorize third parties to reproduce the Artwork in furtherance of the City's governmental and public service missions, provided no such reproduction is for commercial sale..
- c. Moral Rights Waiver. To the extent permitted by law, and in accordance with the Visual Artists Rights Act of 1990 (VARA), 17 U.S.C. § 106A, the DONOR(S) and/or artist(s) expressly waive any and all claims of attribution and integrity, including any rights to prevent distortion, destruction, mutilation, or modification of the Artwork that might otherwise constitute a violation of moral rights under federal or state law. This waiver applies in particular to reasonable modifications or removal of the Artwork due to maintenance, public safety, structural considerations, vandalism, relocation, or other municipal needs as determined by the City in its sole discretion.

8. GOVERNMENTAL IMMUNITY.

- a. Nothing in this Agreement shall be construed to waive the sovereign immunity or any other immunity or defense available to the City, its officers, officials, employees, or agents under Wyo. Stat. § 1-39-101 et seq., the Wyoming Governmental Claims Act, or any other applicable law. The City specifically retains all immunities and defenses available to it as a governmental entity, including without limitation, all immunities provided by statute or common law.
- b. This Agreement shall not create any obligation or liability on the part of the City beyond the terms expressly stated herein, and no provision of this Agreement shall be interpreted to create any duty, standard of care, or liability to third parties.

Nothing herein shall be deemed a waiver of any limitation on damages or legal remedies under applicable law, including but not limited to caps on damages pursuant to Wyo. Stat. § 1-39-118 and § 1-39-120.

9. **HEADINGS.** The section headings contained in this Agreement are for convenience only and shall not be considered part of the substantive terms of this Agreement, nor shall they affect its interpretation.
10. **ASSIGNMENT.** Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.
11. **FURTHER ASSURANCES.** The parties agree to execute and deliver such further documents and take such additional actions as may be reasonably necessary to carry out the intent and purpose of this Agreement.
12. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict of law provisions.
13. **NOTICE.** All notices, requests, demands, or other communications required or permitted under this Agreement shall be directed to the City through Jenny Reeves-Johnson. In the event that Jenny Reeves-Johnson is unavailable, such communications may be directed to any of the other artists associated with the Artwork, as designated in writing by the Artist group. Notice shall be deemed properly given if delivered personally, sent by certified mail, return receipt requested, or transmitted electronically with confirmation of receipt.
14. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding between the parties with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written agreements, representations, or negotiations. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of both parties.
16. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and

the same instrument. Signatures provided by electronic means shall be deemed valid and binding for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2025.

THE CITY OF LANDER
A municipal corporation,

BY: _____
MAYOR

ATTEST:

CITY CLERK

POTTERS OF THE WIND RIVERS
Lander, Wyoming

BY: _____
Signature of Authorized Representative

Print Name of Authorized Representative

Name of Group

Date

Schadebrodt

BY: _____
Artist Signature

Print Name - Jenny Reeves-Johnson

BY: _____
Artist Signature

Print Name - Shawna Pickinpaugh

BY: _____
Artist Signature

Print Name- Carolina Jaramillo

BY: _____
Artist Signature

Print Name - Dana Higby

BY: _____
Artist Signature

Print Name - Cristin Zimmer

BY: _____
Artist Signature

Print Name - Heather Foss

BY: _____
Artist Signature

Print Name - Carolyn Orr

BY: _____
Artist Signature

Print Name - Rachel Russell

BY: _____
Artist Signature

Print Name - Isabella Norton

BY: _____
Artist Signature

Print Name - Shannon Wachowski

BY: _____
Artist Signature

Print Name - Pam Hockett

BY: _____
Artist Signature

Print Name - Deb Britt

BY: _____
Artist Signature

Print Name - Majelle Lee