

ART PURCHASE AND INSTALLATION AGREEMENT

This ART PURCHASE AND INSTALLATION AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2025, by and between the City of Meridian, Idaho, a municipal corporation organized under the laws of the state of Idaho (“City”), and Lorelle Rau, on behalf of Lorelle Rau Studios LLC, a limited liability company organized under the laws of the state of Idaho (“Artist”). Together, City and Artist may be referenced herein as “Parties.”

WHEREAS, the City desires to foster a vibrant community, establish a sense of place and local identity, and beautify public spaces by commissioning the design and installation of a large-scale painting that the City intends to install in bay 6 at Meridian Homecourt, located at 936 Taylor Avenue, in Meridian, Idaho (“Facility”); and

WHEREAS, at its meeting on January 9, 2025, the Meridian Arts Commission voted to recommend that the City purchase a sixty-four square foot painting by Artist entitled, “Evening in the Foothills,” as depicted in *Exhibit A* (collectively, “Artwork”);

WHEREAS, making visual art part of the regular experience for those who visit Meridian Homecourt will encourage dialogue and provide new ways of experiencing the arts;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. **Sale.** Artist hereby agrees to varnish the Artwork, deliver the Artwork to City, and assist City staff with installation of the Artwork at Facility for the sum of one thousand, six hundred dollars (\$1,600.00). The Parties agree that this amount shall include all costs associated with Artist’s provision of goods and services under this agreement, including but not limited to, commission, materials, travel, delivery, insurance, equipment, and any and all other costs of goods or services to be provided by Artist.
2. **Method of payment.** Artist shall provide to City a completed W-9 form and an invoice for delivery and installation of the Artwork, which City shall pay within thirty (30) days of receipt. City shall not withhold any federal or state income taxes or Social Security tax from any payment made by City to Artist under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums shall be the sole responsibility of Artist.
3. **Time of the essence.** The Artist acknowledges that services provided under this Agreement shall be performed in a timely manner. The Parties acknowledge and agree that time is strictly of the essence with respect to this Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.
4. **Limited edition.** Artwork shall be one of a limited edition of one. Artist warrants and represents that the Artwork has never before been designed, fabricated, created, published, or

copied; that Artist is the sole creator of the Artwork; and that Artist is the sole and exclusive owner of all rights conveyed to City by this Agreement.

5. **Copyright.** The copyright for the Artwork shall be held by City. Artist shall reserve no right to reproduce the Artwork in any manner or for any purpose, though Artist may request such right from City, which right City shall not unreasonably withhold. Any such right shall be conveyed in writing, and if not in writing shall not be considered duly or validly conveyed. City may use partial or complete images of such Artwork for promotional or other public use without further permission from Artist. While Artist shall make no claim to the copyright of the Artwork, Artist shall be identified as the creator of the Artwork, both in the vicinity of the original as publicly displayed, and in writing as to any reproduction of the Artwork by City for promotional or other public use. This provision shall survive the termination of this Agreement. Artist shall not make any claim to the copyright of the Artwork.
6. **Waiver and Relinquishment of Rights.** Artist hereby expressly waives any and all right, title, or interest in said copyrighted Artwork. Artist understands that said waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, performance and display. Artist agrees to relinquish any and all rights, title, and interest to the Artwork developed in connection with this Agreement and hereby expressly waives any rights Artist has to said Artwork including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the Visual Arts Rights Act of 1990, Title 17 U.S.C., sections 101 *et seq.* Artist understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. section 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived. This provision shall survive the termination of this Agreement.
7. **Photographs of Artwork by City.** City may photographically reproduce the image of the Artwork, as City may desire for educational and public information purposes. Where practicable and to the extent of City's authority, Artist shall be acknowledged on each such photographic reproduction to be the creator of the original subject thereof, provided that photographic reproductions of preliminary studies, models and maquettes shall not be identified as or represented to be the finished Artwork.
8. **Photographs of Artwork by Artist.** Artist may photographically reproduce the image of the Artwork and all preliminary studies, models and maquettes thereof, as Artist may desire for marketing, educational and public information purposes. Where practicable, Artist shall acknowledge on each such photographic reproduction the location of such Artwork, provided that reproductions of preliminary studies, models and maquettes shall not be identified as or represented to be the finished Artwork.
9. **Display.** It is the intent of City to publicly display the Artwork at Facility. Nothing in this Agreement, or otherwise, shall preclude the right of City to remove Artwork from public display, whether temporarily or permanently. In the event that City determines that the

Artwork or any component thereof shall be deaccessioned, City shall follow the applicable City policy and procedure.

10. **Alteration.** If any alteration occurs to the Artwork, whether intentional or accidental and whether caused by City or others, upon written request of Artist, the Artwork shall no longer be represented to be the work of Artist. Other than as specified herein, Artist specifically waives the right to claim any other remedy concerning the alteration of the Artwork as provided for under Idaho or federal law, whether by statute or otherwise.
11. **Two-year parts and workmanship warrantee.** Artist shall be fully responsible for all parts and workmanship of the Artwork for a period of two (2) years after installation of the Artwork, and during such time shall replace any defective parts and/or rework any defective craftsmanship in a timely fashion at no cost to City, except that during such period Artist shall not be required to replace or repair any damage to the Artwork caused by City's employees or by an act of God.
12. **Determination of need for repair.** At all times, including the first two years following installation of the Artwork, City shall make any and all determinations regarding whether the Artwork's parts and/or craftsmanship require maintenance, restoration, or repair. Artist may be asked to provide input regarding such matters, but all decisions regarding the need for maintenance, restoration, or repair shall be made by City.
13. **Maintenance, restoration, and repair.** Following installation of the Artwork, City shall provide basic maintenance, restoration, and repair of the Artwork at City's cost. In the event that the Artwork is damaged or destroyed, in whole or in part, City may, at its sole election, restore the Artwork, subject to receipt of any insurance proceeds and availability of sufficient funds. If the Artwork is damaged, and if practicable, City shall consult Artist before any restoration efforts and shall provide Artist first opportunity to restore it. City shall have the exclusive right to determine when and whether repairs and restorations of the Artwork shall be made, and by whom.
14. **Retransfer.** If City, in any way whatsoever, sells, gives, bequests, transfers, or trades the Artwork, Artist shall have no right to obtain such Artwork or in any way direct or prohibit such sale, gift, bequest, transfer, or trade.
15. **Relationship of Parties.** It is the express intention of Parties that Artist is an independent contractor and neither Artist nor any officer, employee, subcontractor, assignee, or agent of Artist shall be deemed an employee, agent, joint venturer, or partner of City in any manner or for any purpose. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Artist and City or between Artist and any official, agent, or employee of City. Both parties acknowledge that Artist is not an employee of City. Artist shall retain the right to perform services for others during the term of this Agreement. Specifically, without limitation, Artist understands, acknowledges, and agrees:
 - a. Artist is free from actual and potential control by City in the provision of services under this Agreement.

- b. Artist is engaged in an independently established trade, occupation, profession, or business.
- c. Artist has the authority to hire subordinates.
- d. Artist owns and/or will provide all major items of equipment necessary to perform services under this Agreement.

16. **Notice.** Any and all notice required to be provided by either of the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail, addressed as follows, or to the Parties' respective registered agent, as designated in the records of the Idaho Secretary of State:

Artist:

Lorelle Rau, Member
Lorelle Rau Studios LLC
3591 W. Rose Hill Street
Boise ID 83705

City:

City Clerk
City of Meridian
33 E. Broadway Ave.
Meridian ID 83642

Either party may change their address for the purpose of this provision by giving written notice of such change in the manner herein provided.

17. **Waiver and indemnification.** Artist waives and releases, on behalf of Artist and Artist's heirs, executors, administrators, assigns, and/or personal representatives, any and all claims and recourse against City, including the right of contribution for loss and damage to persons or property arising from or in any way connected with or incident to Artist's performance of this Agreement, whether such loss or damage may be attributable to known or unknown conditions, except for liability arising out of concurrent or sole negligence of City or its officers, agents or employees. Further, Artist shall, and hereby does, indemnify, hold harmless, and defend City against any and all claims, demands, damages, costs, expenses or liability arising out of Artist's performance of this Agreement except for liability arising out of the concurrent or sole negligence of City or its officers, agents or employees.

18. **No warranty.** City makes no warranty or representation to Artist of any kind, express or implied, regarding the suitability of Facility or any City property or structure, or any portion thereof, for any aspect for which Artist expects or intends to use same. Artist has made an adequate investigation and inspection of Facility and of any applicable City property or structure, has made an independent determination regarding their suitability for installation of the Artwork, and is satisfied with the condition, fitness, and order thereof. Artist agrees that Artist will be using Facility and City property and structures on an "as is," "where is," and "with any and all faults" basis.

19. **Assumption of risk.** Artist acknowledges that provision of services under this Agreement may carry a risk of injury, illness, and/or death, some of which risks may be unknown, and, with that knowledge, Artist hereby assumes all such risks and hazards.

20. **Insurance to be obtained by Artist.** Artist shall obtain and shall maintain, at Artist's own expense, through completion of this Agreement, each and all of the following:

- a. **General liability insurance.** General liability insurance with a limit of not less than one million dollars (\$1,000,000.00) per each occurrence, combined single limit bodily injury and property damage, covering the actions and omissions of Artist and Artist's employees, agents, and/or workers, including coverage for owned, non-owned, and hired vehicles, as applicable.
 - b. **Workers' compensation insurance.** Artist shall obtain and shall maintain, at Artist's own expense, from the Effective Date of this Agreement through delivery and installation of the Artwork, and throughout the course of this Agreement, workers' compensation insurance, in an amount required by Idaho law, to cover any and all persons employed by Artist.
 - c. **Insurance of Artwork.** Before delivery and installation of the Artwork, Artist shall procure and maintain, at Artist's own expense, insurance on same in an all-risk form in the amount of one thousand, six hundred dollars (\$1,600.00), with any loss payable to City. Artist agrees to bear all risks of loss of and/or damage to the Artwork until completed installation of the Artwork.
21. **Proof of insurance.** Artist shall provide to City, within seven (7) days of the Effective Date of this Agreement, written proof that Artist has obtained all insurance required hereunder. If any change is made to any insurance policy or coverage required under and/or obtained pursuant to this Agreement, Artist or Artist's insurance agent shall notify City immediately.
22. **Insurance to be obtained by Artist's subcontractors.** Artist shall require any and all subcontractors employed or utilized in the course and scope of the obligations described in this Agreement to obtain and maintain general liability insurance and workers' compensation insurance in the amounts described herein. Artist shall provide to City, within twenty-four (24) hours of hiring or engaging any subcontractor, written proof that her subcontractors have obtained all insurance required hereunder.
23. **No cancellation without notice.** On all insurance policies required under this agreement, such policies shall provide that they may not be cancelled or reduced in coverage except upon thirty (30) days advance written notice to all Parties. Any cancellation of insurance without appropriate replacement in the amounts and terms set forth herein may constitute grounds for termination of this Agreement.
24. **State of Idaho requirements.** The following provisions, as applicable, are required by Idaho law. The terms used in this provision shall have the definitions as set forth in the respective Idaho Code provisions.
- a. Pursuant to Idaho Code § 18-8703, as applicable, Artist certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider.
 - b. Pursuant to Idaho Code § 67-2359, Artist certifies that Artist is not, and for the duration of this Agreement will not be, a company currently owned or operated by the government of China.
 - c. Pursuant to Idaho Code § 67-2347A, Artist certifies that Artist is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company

because that individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture.

- d. Pursuant to Idaho Code §67-2347A, Artist certifies that Artist is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because that individual or company engages in or supports the manufacture, distribution, sale, or use of any firearm.

25. **Presumptions; review.** In construing the terms of this Agreement, no presumption shall operate in either party's favor as a result of that party's counsel's role in drafting the terms or provisions hereof. Further, it is agreed that Artist has had a full and fair opportunity to review the terms herein and to consult with legal counsel before signing. Accordingly, because Artist has had ample review opportunities and because Artist is and was free to elect not to accept these terms, Artist acknowledges that this is not a contract of adhesion.

26. **Construction and severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

27. **Entire agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

28. **Non-waiver of breach.** A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.

29. **Assignment.** Artist may not subcontract, assign, transfer, hypothecate or sell Artist's rights or duties arising hereunder without the prior express written consent of City. Any subcontractor or assignee shall be bound by all the terms and conditions of this Agreement.

30. **Heirs and assigns.** This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives and references to Artist and City shall include their respective heirs, successors, assigns, and personal representatives.

31. **Termination.** If City determines that Artist has failed to comply with the terms and conditions of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement, falsified any record or document required to be prepared under this Agreement, engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement, City may terminate this Agreement in whole, or in part, at any time, by giving notice, in writing, to Agreement of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms and provides a reasonable time to cure. If all defaults are not cured and corrected within a reasonable period

as specified in the notice, City may, with no further notice, declare this Agreement to be terminated. Notwithstanding the above or any other provision of this Agreement, Artist shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Agreement by Artist. This provision shall survive the termination of this Agreement and shall not relieve Artist of liability to City for damages.

32. **Attorney's fees.** In any action by City or Artist for recovery of any sum due under this Agreement, or to enforce any of the terms, covenants, or conditions contained herein, the prevailing party shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements incurred in such action.
33. **Governing law; compliance with law.** This Agreement shall be governed by the laws of the State of Idaho. Throughout the course of this Agreement, Artist shall comply with any and all applicable federal, state, and local laws.
34. **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.
35. **City Council approval required.** The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this Agreement by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date first written above.

ARTIST:



Lorelle Rau
Lorelle Rau Studios LLC

CITY OF MERIDIAN:

BY: _____
Robert E. Simison, Mayor

Attest: _____
Chris Johnson
City Clerk

EXHIBIT A

