

## ART PURCHASE AGREEMENT

This ART PURCHASE 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 Claire Remsberg, an individual person ("Artist") (collectively, "Parties").

**WHEREAS**, at its meeting on January 9, 2025, the Meridian Arts Commission voted to recommend that the City purchase a series of three unframed paintings created by Artist entitled, respectively, "Flying Farmer & Cloud Wife," "The Indigenous Clearing," and "Imagining Egger's Farmstead," as depicted in *Exhibit A* (collectively, "Artwork");

**WHEREAS**, making visual art part of the regular experience for those who visit Meridian City Hall will encourage dialogue among community leadership, staff, and visitors and provide new ways of experiencing the arts;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereto do mutually agree as follows:

1. **Sale.** Artist hereby agrees to sell the Artwork to City for the sum of five thousand dollars (\$5,000.00). 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 of the Artwork for framing, insurance, equipment, any and all other costs of goods or services to be provided by Artist, and copyright for the Artwork, subject to the provisions set forth in this Agreement.
2. **Payment.** City will pay Artist for services rendered pursuant to this Agreement in the total amount of five thousand dollars (\$5,000.00), which payment shall be made pursuant to the following method. To receive payment for services rendered, the Artist shall, by March 1, 2025:
  - a. Deliver the Artwork to Finer Frames, 132 E State Street, Eagle, Idaho, and
  - b. Provide to the Arts & Culture Coordinator a completed W-9 form and invoice for such Artwork;Following which City shall issue payment to Artist via check sent U.S. Mail to Artist within thirty (30) days.
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. **Copyright.** The copyright for the Artwork shall be held by City. The Artist shall reserve the right to reproduce the Artwork for the purposes of representing Artist's portfolio, marketing of Artist's art business, and/or for educational purposes. Artist shall retain no other right to reproduce the Artwork in any manner or for any other purpose, though the Artist may request

such right from City, which right City shall not unreasonably withhold. Any such right shall be conveyed in writing as a written amendment to this Agreement, and if not so written and executed by both Parties, shall not be considered duly or validly conveyed. City shall not use the Artwork for commercial purposes, and shall not make any full-scale print or reproduction of the Artwork without a separate written agreement with Artist. 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.

5. **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.
6. **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.
7. **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.
8. **Display.** It is the intent of City to publicly display the Artwork at Meridian City Hall. 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.

9. **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.
10. **Restoration.** If the Artwork is damaged, City shall consult Artist before any restoration efforts and shall provide Artist first opportunity to restore it, if practicable. City shall have the exclusive right to determine when and whether repairs and restorations of the Artwork shall be made.
11. **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.
12. **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.
13. **Relationship of Parties.** It is the express intention of Parties that Artist is an independent Artist and not an employee, agent, joint venturer, or partner of City. 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.
14. **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:
- |                           |                       |
|---------------------------|-----------------------|
| <u>Artist:</u>            | <u>City:</u>          |
| Claire Remsberg           | Meridian City Clerk   |
| 2669 N. Westminster Place | 33 E. Broadway Avenue |
| Boise ID 83704            | Meridian ID 83642     |

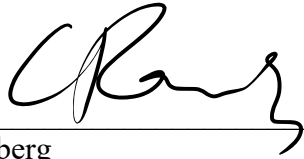
Either party may change their address for the purpose of this provision by giving written notice of such change in the manner herein provided.

15. **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.
16. **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.
17. **State of Idaho requirement.** 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. Pursuant to Idaho Code § 18-8703, as applicable, Artist certifies that Artist is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider.
18. **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.
19. **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.
20. **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.
21. **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.

22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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:**



\_\_\_\_\_  
Claire Remsberg

**CITY OF MERIDIAN:**

**BY:**

\_\_\_\_\_  
Robert E. Simison, Mayor

Attest:

\_\_\_\_\_  
Chris Johnson  
City Clerk

## EXHIBIT A

Claire Remsberg Artworks

Unframed prices:

\$2000 Box A - Flying Farmer & the Cloud Wife, oil on canvas, 24 x 50"

\$635 Box B - The Indigenous Clearing, oil on canvas, 17 x 17"

\$985 Box C - Imagining Egger's Farmstead, oil on canvas, 17 x 30"

\$1,380: Copyrights and VARA waiver, as negotiated for original paintings and imagery

