

ATTACHMENT C: ACC PUBLIC ART CONTRACT PROVISIONS

The Artist(s) ultimately selected will be required to sign a contract with Athens-Clarke County which contains a number of provisions, including:

- Requirements that the artist communicate and cooperate with Athens-Clarke County.
- A timeline for the completion and installation of the artwork;
- Requirements that the artist produce and provide to Athens-Clarke County certain preliminary design documents, fabrication documents, maintenance plans, and fabrication, delivery, and installation schedules.
- Guidelines for the acceptance of the artwork by Athens-Clarke County and the passing of the title of the artwork from the artist to Athens-Clarke County.
- A compensation and payment schedule.
- Warranties by the artist that the artwork is solely the result of the artistic effort of the artist, the artwork is unique and original and does not infringe upon any copyright, and various other warranties.
- Insurance coverage to be provided by the artist for the risk of loss or damage to the artwork prior to the artwork being delivered to Athens-Clarke County*
- Indemnity agreement holding Athens-Clarke County harmless for damages associated with artist's negligent performance of their services.
- Copyright provisions, including the artist's waiver of rights under the Visual Artists Rights Act of 1990 (VARA).

*Such insurance shall include comprehensive 1 year minimum automobile and general liability insurance policy covering bodily injury and property damage, and product/completed operation in the amount of at least \$1,000,000.00 per occurrence/\$2,000,000 aggregate, Automobile Liability with combined single limits of \$1,000,000 and equipment floaters insurance. ACCGov shall be named as additional insured on the general liability policy. The Artist shall furnish ACCGov with a Certificate of Insurance, which shall contain a provision that ACCGov shall be given thirty (30) calendar days written notice prior to any amendment or termination of the policy by either the insured or the insuring company. The Artist shall also provide a copy of the Additional Insured endorsement naming The Unified Government of Athens-Clarke County, P.O. Box 1868 Athens, GA 30603 as the additional insureds. All insurers shall be in good standing within the state of Georgia through the Insurance Commissioner's Office and must be rated "A" or better and have a financial standing of VII or higher with AM Best Company.