

**Centennial Lawrence Public Library Mural  
Loan Agreement**

This loan agreement made and entered into by and between the City of Lawrence, KS, hereinafter called the CITY, and Van Go, Inc., hereinafter called the LENDER on \_\_\_\_\_, 2018.

**Recitals**

WHEREAS, the LENDER possesses a three-piece mural, hereinafter called the MURAL that was previously commissioned for the 100<sup>th</sup> anniversary of the Lawrence Public Library and was installed between 2004 and the time when the old public library façade was demolished in 2013; and

WHEREAS, the Lawrence Public Library cannot accommodate the display of the MURAL in the Lawrence Library; and

WHEREAS, the LENDER desires to loan the MURAL to the CITY; and

NOW THEREFORE, in consideration of the foregoing promises and the covenants set forth below, the parties hereto agree as follows:

1. In recognition of the MURAL's historical significance to the Lawrence community, and its use in commemorating the 100<sup>th</sup> anniversary of the Lawrence Public Library, the CITY accepts the MURAL for display in City Hall in accordance with the terms of this Loan Agreement. The City Manager or his or her designee shall have the sole discretion to decide when and where the MURAL is displayed in City Hall. If, in the City Manager's sole discretion, the City no longer desires to display the MURAL at City Hall, LENDER shall promptly accept the MURAL's return.
2. The CITY will make arrangements with the LENDER to transfer the MURAL to City Hall for display and, when applicable, return of the MURAL to the LENDER.
3. During the loan the LENDER reserves all copyrights in the MURAL. The LENDER agrees to grant the CITY permission to take photographs and reproduce the MURAL image for noncommercial purposes.
4. The LENDER understands that the MURAL is in a public facility and may appear in photographs taken by the City and visitors to City Hall, and said photographs may be published or may appear in a variety of social media platforms. LENDER hereby consents to all said photographs of the MURAL.
5. The CITY shall consult with the LENDER when the CITY determines, in its sole discretion, that removal of the work is necessary. Upon return of the MURAL to the LENDER, this agreement will be terminated.
6. The CITY is under no obligation to insure the MURAL. If the MURAL is damaged or destroyed, in whole or in part, at any time the MURAL is in the CITY's possession, or in transit to or from

City Hall, CITY shall have no obligation to compensate LENDER for any damage to, or loss of, the MURAL.

7. The parties understand and agree that the CITY, in accepting this special, historically significant community MURAL, the CITY is not establishing a public forum for artwork in City Hall.
8. This Agreement represents the entire Agreement of the parties with respect to the matters set forth herein. No Agreements, representations or understandings (whether oral or written and whether express or implied) which are not expressly set forth in this Agreement have been made or entered into by either party with respect to the subject matter hereof. Notwithstanding the foregoing, the City reserves the right to terminate this Agreement without cause.
9. Choice of Law - This agreement will be construed in accordance with the laws of Kansas and any litigation will be brought in the courts of that state.
10. This Agreement shall not be construed to benefit any third parties.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lynne Green, Executive Director  
Van Go, Inc  
715 New Jersey  
PO Box 153  
Lawrence, KS 66044

\_\_\_\_\_  
Date

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Thomas M. Markus, City Manager  
CITY of Lawrence, KS  
City Hall, 6 East 6<sup>th</sup> St.  
Lawrence, KS 66044