

**Mesa County Public Library District
Digital Art Services Agreement**

This agreement (the "Agreement"), is made and entered into this _____ day of _____, 2014, by and between the Mesa County Public Library District, (the "Library") and _____ (the "Artist"), collaboratively known as the Parties.

WHEREAS, the Library desires to grow its electronic art collection to be made available for public display, viewing, and reference.

WHEREAS, the Artist desires to make available pieces from its art renderings available for public display, viewing and referencing electronically.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the parties hereto agree as follows:

I. Statement of Relationship

- a. In compliance with all terms and conditions of this Agreement, the Library shall agree to provide services to the Artist to include, but not limited to:
 - i. Free color fidelity digital copies of all art rendered.
 - ii. Respect all copyright laws and recognizing that Intellectual Property rights reside with the Artist.
 - iii. Maintain an appropriate level of insurance to cover art pieces in their possession.
 - iv. Deliver up to two times annually, a high resolution digital copy of the rendering upon written request from the Artist.
 - v. The Library does not guarantee placement of any piece in its catalogue nor does it guarantee display of any piece.
 - vi. The Library holds no liability or responsibility in the event of certain acts of nature, terrorist activity, or acts out of their control.
- b. In compliance with all terms and conditions of this Agreement, the Artist shall agree as follows to include, but not limited to:
 - i. In perpetuity, to allow the Library rights to all high resolution versions of art rendered.
 - ii. The use of low resolution versions by the Library as needed for events and activities.
 - iii. To future use of electronic art pieces for academic and scholarly purposes.

II. Term and Termination

- a. This Agreement shall remain in effect until such time as either party terminates it as follows. Either party may terminate this Agreement at any time, for any reason or for no reason at all, provided that written notice of termination is given to the non-terminating party by the terminating party.

III. Compliance with Law

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. This Agreement will at all times and in all events be construed as a whole, according to its fair meaning, and not strictly for or against any party.

Mesa County Public Library District
Digital Art Services Agreement

IV. Performance and Responsibilities of Parties

- a. Each party agrees to perform their respective duties and responsibilities under this Agreement fairly and in good faith.
- b. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service or agreements of the other.

V. Disputes

- a. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a written claim. A dispute resolution group will convene consisting of both parties together with one other person independent of the Partners agreed upon by the parties. The dispute resolution group may receive for consideration any information it thinks relevant to the dispute. The parties agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to complete this Agreement.

VI. Indemnify

- a. The Artist agrees to indemnify, defend, and hold harmless the Library, its employees, officials, officers, agents and volunteers, from and against any and all liabilities, claims, damages, costs, expenses (including attorney's fees), demands, actions or rights of action of whatever kind or name, including negligence, either in law or equity, brought by any person (collectively, "Claims"), whether authorized or not. Without limiting this general statement, both parties agree that its obligations under this paragraph specifically apply to any and all Claims that may arise as a result of this Agreement.

VII. Interpretation

- a. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

VIII. Entire Agreement; Amendment

- a. It is understood that there are no oral agreements between the parties affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by written submission.

IX. Severability

- a. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**Mesa County Public Library District
Digital Art Services Agreement**

X. Mutual Understanding

- a. Each party has read this entire Agreement, fully understands the contents hereof, has had the opportunity to obtain independent advice as to its legal effect, and is under no duress or obligation of any kind to execute it. This Agreement reflects the mutual understanding of the parties with respect to all subject matter addressed herein and will be construed accordingly.

XI. Notice

- a. Except as expressly provided to the contrary herein, any notice required or permitted under this Agreement will be deemed sufficiently given if in writing and personally delivered, or sent by certified mail to the party at the address set forth in this Agreement or at such other address as the party may subsequently designate in writing.

WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

Mesa County Public Library District
By Joseph Sanchez, Library Director

By _____, the Artist