

**SUNY DOWNSTATE HEALTH SCIENCES UNIVERSITY
AGREEMENT TO DISPLAY ART**

AGREEMENT made this _____ day of _____, 20__ , by and between _____ (hereinafter referred to as “Artist”) and the State University of New York Downstate Health Sciences University, located at 450 Clarkson Avenue, Brooklyn, New York, 11203 (hereinafter referred to as “Downstate”).

WHEREAS, SUNY Downstate has established a pilot program to display artwork in designated areas around the campus to enhance the physical appearance of the campus and to promote the morale of its employees, visitors and students; and

WHEREAS, SUNY Downstate Art Review Committee has selected the Artist’s work to be displayed on campus;

NOW THEREFORE, in consideration of the mutual covenants and considerations herein set forth, the parties agree as follows:

1. Downstate will display the art work listed in Exhibit A, which is attached hereto.
2. The work shall be displayed at _____ from _____, 20__ to _____, 20__.
3. The Artist grants permission to Downstate to photograph, reproduce, telecast or videotape the work for educational, recordkeeping, promotional or recruitment purposes without payment to Artist of any royalties or other fees. Downstate shall give credit to the Artist in any publication showing or describing the work.
4. Notwithstanding the time period specified in Paragraph 2 of this Agreement, Downstate reserves the right to remove the work from display for any reason and at any time.
5. Artist hereby warrants that he or she is the sole legal owner of the work described in Exhibit A herein, and that he or she has the full right and authority to enter into this Agreement and to grant the rights herein granted, free and clear of any liens, claims or encumbrance.
6. The cost of installation and removal shall be the responsibility of the Artist. Downstate will supply the hardware that the parties agree upon to display the art work.

7. Artist has five (5) days from the display termination date as specified in Paragraph 2 of this Agreement to remove the work from display. If the work is not removed within twenty-four (24) hours after such termination, Downstate shall have the right to use, store or dispose of the work as it sees fit.

8. Artist acknowledges that Downstate does not carry insurance on the contents of its buildings and, therefore, that the work will not be insured by Downstate for loss, theft or damage of any kind. Artist further acknowledges that Downstate will not provide security personnel specifically to protect the work. Artist shall be solely responsible for obtaining insurance coverage, if at all, for all risks of loss or damage to the work.

9. Artist acknowledges that he or she has received a copy of the Downstate Policy governing the Pilot Art Program, attached as Exhibit B herein. Artist agrees to adhere to the Downstate policy.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

State University of New York
Downstate Health Sciences University

Artist

By: _____

Title: _____

EXHIBIT A
DESCRIPTION OF ARTWORK

Name of Artist: _____

Title of Work: _____

Materials or Medium: _____

Size: _____

Framing: Yes ___ No ___

Name of Artist: _____

Title of Work: _____

Materials or Medium: _____

Size: _____

Framing: Yes ___ No ___

Name of Artist: _____

Title of Work: _____

Materials or Medium: _____

Size: _____

Framing: Yes ___ No ___