



ART DONATION AGREEMENT

This agreement is entered into this 8th day of April, by and between the City of Alexandria, a municipal corporation of the Commonwealth of Virginia (hereinafter the “City”), and Olalekan Jeyifous 500 St. Marks Avenue #208 Brooklyn, NY 11238, incorporated in the State of New York (hereinafter the “Artist”).

WITNESSETH:

WHEREAS, on December 13, 2014, the City Council of the City of Alexandria adopted the Public Art Implementation Plan and Policy (“Plan”);

WHEREAS, the Artist was hired by the City and designed, fabricated, and installed “Wrought, Knit, Labors, Legacies” (“Artwork”) for the Site See: New Views in Old Town series from March through November 2020;

WHEREAS, the City has displayed the Artwork in a temporary location since being removed from its original location;

WHEREAS, the City would like to gift the Artwork to Washington Metropolitan Area Transit Authority (“WMATA”), an interstate compact agency of the State of Maryland, the Commonwealth of Virginia, and the District of Columbia, with headquarters located at 600 Fifth Street, NW, Washington, DC 20001 for installation and display on WMATA property at Braddock Road Metro Station in Alexandria (the “Location”) as noted on the attached map;

WHEREAS, the Alexandria Commission for the Arts has recommended accepting the gift of art from the artist and gifting the artwork to WMATA for display at Braddock Road Metro Station;

NOW, THEREFORE, the City and the Artist agree as follows:

Donation and Acceptance: The Artist hereby conveys by donation the Artwork to the City, and the City hereby accepts the donation of the Artwork under the terms, qualifications, and conditions as set forth in this Agreement. The Artist certifies that the Artwork is a unique work of art created by the Artist and is not subject to third party claims of royalties, or copyright or trademark infringement.

Donation and Relocation: The Artist agrees to allow the City of Alexandria to immediately donate the Artwork to Washington Metropolitan Area Transit Authority (“WMATA”), an interstate compact agency of the State of Maryland, the Commonwealth of Virginia, and the District of Columbia, with headquarters located at 600 Fifth Street, NW, Washington, DC 20001

for installation and display on WMATA property at Braddock Road Metro Station in Alexandria (the "Location") as noted on the attached map.

Artist's Option: If WMATA decides to no longer exhibit the Artwork, the City will have the opportunity to reclaim the Artwork for display on City property. If the City declines, the Artist shall have the option of reacquiring the Artwork upon permanent removal of the Artwork. Should the Artist choose to exercise its option to reacquire the Artwork, the Artist shall remove the Artwork at the Artist's own expense within 90 days of notification from the City. Failure by Artist to either respond to the City's notification or to remove the Artwork within the specified 90-day period shall be deemed a waiver by the Artist of the Artist's option to reacquire the Artwork upon its permanent removal, and the City may thereafter use the Artwork for any purpose, including without limitation, dismantling, salvaging, or sale.

Construction and Installation Requirements: The City and WMATA shall be responsible for all labor and materials costs associated with transporting and installing the Artwork.

Indemnification: The Artist agrees to indemnify, defend and hold harmless the City of Alexandria, and its officers, employees, agents, assigns through legal counsel reasonably acceptable to the City, from and against any and all claims, losses, demands and expenses, including but not limited to, attorney's fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to construction, installation and maintenance of the Artwork, if any, as required under this Agreement.

The parties hereto have executed this agreement to have effect as of the day and year first written above.

Signatories:

The Parties agree that they shall be bound by the contents of this Agreement.

ARTIST:

CITY OF ALEXANDRIA, A
MUNICIPAL CORPORATION OF
VIRGINIA

OLALEKAN JEYIFOUS

JAMES F. PARAJON

TITLE: ARTIST

TITLE: CITY MANAGER

DATE: _____

DATE: _____