P.O. Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STATE OF MINNESOTA**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**PUBLIC ART PURCHASE CONTRACT**

**Minnesota State Form**

This Agreement is made by and between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of ***[Name of University or College]*** ("Minnesota State"), and ***[Name of Artist/vendor]*, *[Artist/vendor’s address]*** ("Artist/Vendor").

WHEREAS, Minnesota State has selected and decided to purchase the Artist/Vendor’s pre-existing work of art described below; and

WHEREAS, Minnesota State is authorized to purchase this work of art pursuant to Minnesota Statutes Sections 16B.35, 136F.06, 136F.581 and 471.59, and the February 21, 2012 Inter-Agency Agreement between Minnesota State and the Minnesota State Arts Board (hereinafter “Arts Board”);

NOW, THEREFORE, the parties hereby agree as follows:

1. DESCRIPTION OF ARTWORK. The Artist/Vendor hereby sells and conveys to Minnesota State the following work of art and associated rights described in this Agreement:

**Title**:

**Artist’s Name**:

**Year Completed**:

**Dimensions:**

**Medium:**

**Description of Work:**

The above work of art is hereafter referred to as the "Work".

2. PRICE AND PAYMENT SCHEDULE.

A. As full payment for the Work and all rights described in this Agreement, Minnesota State shall pay the Artist/Vendor a total of ***[Insert dollar amount in words and numbers (e.g., One Thousand Five Hundred and 00/100th Dollars ($1,500.00)]*,** which shall constitute full compensation for the Work, including, but not limited to fees; materials; applicable sales tax; transportation of the Work to the location; and any costs incurred by the Artist/Vendor for installation of the Work at the location, as well as the associated rights described in this Agreement.

B. Minnesota State shall make the payment required in paragraph A within thirty (30) days after Artist/Vendor completes the delivery and installation of the Work to Minnesota State’s satisfaction and submits a billing or invoice to Minnesota State.

3. INSTALLATION AND TIME SCHEDULE. The Artist/Vendor shall deliver the Work and install it at ***[Insert address, building name, room or location, etc.****]* by ***[Insert month, day and year]***.

4. FINAL ACCEPTANCE. Final acceptance of the Work will be reached and official sole ownership of the Work by Minnesota State will occur upon Minnesota State payment of the invoice in accordance with Section 2 above.

5. PUBLIC NOTICE. The Artist/Vendor understands that Minnesota State will design, fabricate and install a public notice or plaque that includes, at a minimum, the title of the Work, identification of the Artist, year of completion, and the following statement: “Purchased for the State of Minnesota on behalf of ***[Insert name of college/university]*** under the Minnesota Percent for Art Act.”

6. MAINTENANCE AND REPAIR. Minnesota State recognizes that maintenance of the Work on a regular basis may be essential to the integrity of the Work. Minnesota State agrees to take reasonable steps, taking into account any recommendations of the Artist/Vendor, to maintain and protect the Work, including reasonable efforts to protect and maintain the Work against deterioration, vandalism, and the elements. Any future repairs and restorations shall be made in accordance with recognized principles of conservation.

7. WAIVER AND TERMINATION OF RIGHTS. The Artist/Vendor agrees to notify Minnesota State of any changes in the Artist/Vendor’s address within ninety (90) days of a change. Failure to do so shall be deemed a waiver of the Artist/Vendor’s rights expressed in this Agreement. The Artist/Vendor agrees that upon the Artist’s death, any and all of the Artist/Vendor’s rights in the Work shall belong to the State of Minnesota with Minnesota State, or its designee, acting as custodian.

8. ALTERATION, MODIFICATION, AND DEACCESSIONING OF THE WORK.

A. Minnesota State reserves the right to, and the Artist/Vendor hereby waives any right to prevent Minnesota State from, modifying, destroying or deaccessioning the Work if, after taking reasonable steps to notify the Artist who originally created or authored the Work, Minnesota State determines that one or more of the following conditions apply:

(1) the condition or security of the Work cannot be reasonably guaranteed;

(2) the Work requires excessive maintenance or has faults of design or workmanship beyond practical repair or remedy;

(3) the Work has been damaged and repair is impractical or unfeasible;

(4) the Work endangers public safety;

(5) no suitable site is available, or significant changes in the use, character or design of the site have occurred which affect the integrity of the Work;

(6) significant adverse reaction has continued unabated for more than three years;

(7) the Work is shown to be of an inferior quality or unauthentic;

(8) Minnesota State wishes to replace the Work with another work by the Artist who originally created or authored the Work; or

(9) the Artist who originally created or authored the Work requests modification or deaccession of the Work.

B. If Minnesota State decides to destroy the Work in accordance with this Section, Minnesota State shall take reasonable steps to offer the Artist who originally created or authored the Work an opportunity to recover the Work at the Artist’s expense in accordance with applicable law.

C. The Work shall be subject to the Visual Artists Rights Act of 1990, 17 U.S.C. §§101, et seq., and shall not constitute a work made for hire as provided in that Act.

9. TITLE AND OWNERSHIP.

A. Title to the Work shall transfer from Artist/Vendor to the State of Minnesota with Minnesota State, or its designee, acting as custodian upon Minnesota State payment. Title transfer shall be self-executing upon Minnesota State payment. The Artist/Vendor grants the State of Minnesota with Minnesota State, or its designee, acting as custodian title to and ownership of the Work, including the right to reproduce the Work, and images thereof, for research, scholarly and educational purposes, including publicity and documentation within the usual functions of Minnesota State at no charge. Minnesota State shall make reasonable efforts to ensure that reproductions or publications that prominently feature the Work contain a credit to the Artist who originally created or authored the Work. In the event that Minnesota State use of the Work creates trademark, service mark or trade dress rights in connection with the Work, Minnesota State shall have an exclusive and irrevocable right in such trademark, service mark or trade dress. ***[Insert the following if purchasing an original piece of art: “The Artist/Vendor agrees to give credit in the following form: “Original owned by the State of Minnesota, purchased under Minnesota Percent for Art in Public Places and displayed at [Insert name of college/university], [Insert name of building]” in any public showing of any reproductions of the Work.]***

B. Drawings, specifications, and models of the Work, or which relate to the Work including all preliminary studies, shall be the property of the Artist/Vendor. They shall not be used by the Artist/Vendor on other projects except pursuant to a subsequent agreement in writing between the Artist/Vendor and Minnesota State.

10. DISPUTE RESOLUTION. In case any dispute or controversy arises between the Artist/Vendor and Minnesota State, the parties may exercise those legal remedies in State District Court as may be available to them. The venue for any proceedings is herein agreed to be Ramsey County, State of Minnesota.

11. ENTIRE AGREEMENT, AMENDMENTS. This Agreement represents the entire agreement of the parties. Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original Agreement, or their successors in office.

12. OTHER PROVISIONS. ***[Insert N/A if no other provisions; otherwise describe other provisions in detail]***.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

**1. ARTIST/VENDOR:**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

**2. VERIFIED AS TO ENCUMBRANCE:**

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

**[*INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]*:**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

**3. MINNESOTA STATE**

**[*INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]*:**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

**4. AS TO FORM AND EXECUTION:**

**[*INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]*:**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |