

# ARTWORK LOAN AGREEMENT

STATE OF GEORGIA

COUNTY OF FULTON

**THIS ARTWORK LOAN AGREEMENT** (hereinafter the “Agreement”) made and entered into this 1st day of July, 2026, between FULTON COUNTY, a political subdivision of the State of Georgia, acting on behalf of the Fulton County Library System (“County” or “Borrower”), and THE LAST HUMMINGBIRD COLLECTIVE, LLC, a Georgia limited liability company (hereinafter “Lender,” and together with “Borrower,” the “Parties” and each a “Party”) in connection with the temporary installation, maintenance and removal of a work entitled, “The World(s) She Made: Composing the Radical Lives of Kathleen Neal Cleaver,” (hereinafter the “Work”).

**WHEREAS**, Lender seeks to facilitate the installation, maintenance, and removal of the Work on the property of the Auburn Avenue Research Library on African American Culture and History, located at 101 Auburn Ave NE, Atlanta, GA 30303 (hereinafter, the “Location”);

**WHEREAS**, the County, through its **Fulton County** Library System (hereinafter “FCLS”), desires to host the Work at the Location and on \_\_\_\_\_, 2026, was authorized by the Fulton County Board of Commissioners (“BOC”) to effectuate **the installation**, maintenance and subsequent removal of the Work at the Location, pursuant to Agenda Item \_\_\_\_\_;

**WHEREAS**, Lender represents that they possess or shall obtain all relevant permits and/or licenses required for the installation, maintenance and removal of the Work;

**WHEREAS**, Lender has agreed to be bound by the terms, conditions, covenants and promises set forth herein;

**WHEREAS**, Borrower has reasonably relied upon the above representations; and

**WHEREAS**, Borrower and Lender wish to have the Work and its installation and removal governed by the mutual obligations, covenants and conditions herein:

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants hereinafter set forth, and other valuable considerations, receipt being acknowledged, the Parties agree as follows:

**I. Purpose of Agreement and Scope of Services.**

The purpose of the Agreement is to provide for the installation, maintenance, and removal of the Work by Lender at the Location.

The Work is comprised of the items as listed and described and/or depicted in **Exhibit A**, attached hereto and incorporated herein.

The Lender shall (i) deliver and install the Work, (ii) provide other post-installation services including but not limited to maintenance, cleaning, and repairs, and (iii) remove

the Work.

Lender further agrees to restore the Location to the condition prior to the Work's installation.

## **II. Term and Termination**

The term of this Agreement is from **1 July, 2026, through 31 January, 2027**. This Agreement may be terminated for cause, in whole or in part, by either Party in the event the other Party fails to perform any of the provisions herein by providing thirty (30) days written notice. Either Party has the right to terminate this Agreement without cause under the provision of this paragraph by providing sixty (60) days written notice to the other party. Notwithstanding anything provided herein, the County may terminate this Agreement immediately or on a date specified for its convenience at any time by written notice to Lender.

## **III. Responsibilities of the Parties**

### **A. Lender shall be responsible for:**

1. Installation of the Work, inclusive of costs and expenses related thereto;
2. Removal of the Work, inclusive of costs and expenses related thereto; and
3. Restoration of the Location to its pre-installation condition.
4. Lender shall install the Work at the Location no earlier than **9 July, 2026** and no later than **29 July, 2026**, and the Work shall remain at the location through at least **4 January, 2027**. The Work shall be removed no later than **17 January, 2027**. The County reserves the right in its sole discretion to reject the installation or designate a different location for the Work if circumstances require such a change. If changes are necessary, the Lender shall move, re-install, or remove the Work according to the County's instructions as soon as practicable, but no later than ten (10) business days after the County notifies the Lender that the installation is rejected or the new location is designated.

### **B. The County shall be responsible for:**

1. County shall provide the Location for the Work and shall have the right to make final decisions regarding the location of the Work but agrees to take into consideration the preferences of Lender.
2. County shall exercise reasonable care in connection with the Work. County assumes responsibility for any damage or loss to the Work while it is at the Location, with the exception of:
  - a. any damage or loss that occurs during installation or removal by Lender;
  - b. any damage or loss that occurs during installation, removal, or moving the Work, whether by the Lender or the County, after the County's request pursuant to Paragraph III.A.4 of this Agreement; or
  - c. any damage or loss that occurs as a direct result of faulty, unsafe, or otherwise negligent installation or handling by Lender,any of which shall be the responsibility of Lender.

### **C. Mutual Responsibilities:**

1. Each Party agrees to maintain compliance with all laws and regulations

- applicable to it in the performance of the Agreement;
2. Each Party agrees to adhere to the reasonable policies and procedures of the other Party that may be applicable to the performance of this Agreement.

#### **IV. Compensation for Services**

There is no compensation for the services provided pursuant to this Agreement.

Lender agrees to be solely responsible for all fees, expenses and costs associated with the installation, maintenance, repair and removal of the Work.

County shall have no financial obligations for or arising from the installation, maintenance, repair, or removal of the Work.

#### **V. Insurance**

Prior to entering into this Agreement, Lender shall provide the County with a Certificate of Insurance which demonstrates that Lender, at its sole cost and expense, has the following insurance coverage:

- (1) comprehensive general liability insurance, including contractual liability insurance, bodily injury, property damage, products and completed operations, personal and advertising injury, intellectual property, and any other type of liability for which this Agreement shall apply with limits of liability on not less than One Million Dollars (\$1,000,000.00) each occurrence / Two Million Dollars (\$2,000,000.00) policy aggregate;

In addition, if Lender utilizes subcontractors in performing obligations under this Agreement, Lender shall provide the County with a Certificate of Insurance which demonstrates that the subcontractor has the following insurance coverages:

- (1) workers compensation insurance if and as required by state law with employer's liability insurance limits of not less than One Million Dollars (\$1,000,000.00) each accident/policy limit/each employee;
- (2) comprehensive general liability insurance, including contractual liability insurance, bodily injury, property damage, products and completed operations, personal and advertising injury, and any other type of liability for which this Agreement shall apply with limits of liability on not less than One Million Dollars (\$1,000,000.00) each occurrence / Two Million Dollars (\$2,000,000.00) policy aggregate;

Such Certificates of Insurance are to list Fulton County as an Additional Insured (except for Workers Compensation and Professional Liability). Lender is obligated and shall keep an insurance policy in force and effect throughout the term of this Agreement, which meets the above requirements, and responsible for ensuring that any subcontractors do the same. The obligations for the Lender to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood

that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Lender from any liability incurred as a result of their activities/operations in conjunction with this Agreement.

The Lender shall provide written notice to the County immediately if they become aware of or receive notice from any insurance broker or company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Lender's insurance shall apply as primary insurance before any other insurance or self-insurance, including deductibles, shall be non-contributory, and shall include a waiver of subrogation provided in favor of Fulton County.

**VI. Indemnification**

Lender hereby agrees to defend, indemnify, and hold harmless the County and the FCLS, their Board Members, directors, officers, employees, and agents, from and against any and all losses (including death), claims, damages, liabilities, costs, and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by the Lender, its directors, officers, employees, subcontractors, successors, assigns, or agents, or otherwise in connection with its acceptance, or the performance, or nonperformance, of Lender's obligations under this Agreement and any claim regarding the ownership or copyright of the Work. Lender specifically agrees to indemnify the County and the FCLS, their Board Members, directors, officers, employees, and agents from and against any claims related to copyright or permissions arising out of this Agreement. The language of this indemnification provision survives the termination of this Agreement.

**VII. Representations and Warranties**

- A. Authority. Lender shall be responsible for obtaining all permissions for the Work, and represents that it has done due diligence to secure said permissions. Lender agrees that it shall notify the Borrower during the Agreement if any claim is brought or asserted or any rights, title, or ownership of the Work is challenged or transferred during the term of the Agreement.
- B. Schedule. Lender represents and warrants that the Work can and will be installed, maintained and removed on the schedules and in the manner set forth in this Agreement. In the event the Lender fails to remove the Work on the schedule set forth herein or pursuant to any responsibilities set forth herein, the County may, in its sole discretion, remove the Work and return it to Lender or store it in another location awaiting the Lender's retrieval of the Work, and in such event, the Lender shall be responsible for reimbursing the County for the reasonable costs of such removal, return, and/or storage. This reimbursement shall be in addition to the Lender's indemnification of the County and assumption of responsibility for care of the Work described in the other provisions of this Agreement.
- C. Warranties of Quality and Condition. Lender represents and warrants that the installation, maintenance and removal of the Work will be performed in a good and

workmanlike manner; and that the Work, itself, will be free of defects in material and workmanship, including any defect consisting of “inherent vice” or qualities which cause or accelerate deterioration of the Work. Lender agrees it shall not cause or permit any hazardous material to be used or incorporated within the Work without notice and specific written consent of the County.

**VIII. Copyright, Title, Permitting Uses.**

A. Copyrights.

1. General. Lender specifically retains all rights under the Copyright Act, 17 U.S.C. §101, et. seq., as amended by the Visual Artists Rights Act, 17 U.S.C. §106A, and all other rights in and to the Work. The Lender shall and does hereby grant to the County, without limitation, a license to create, limit or control reproductions of the images for educational and other non-commercial uses and the display or exhibition of models or drawings for such uses.
2. Documents. Submission or distribution of documents to meet any official regulatory requirements or for similar purposes in connection with the installation of the Work at the Location shall not be construed as publication in derogation of the copyright in the Work or a party’s reserved rights.

B. Abandonment. The Work shall be deemed abandoned by the Lender if it is unclaimed for a period of six (6) months commencing upon the termination of the Agreement. In the event of abandonment, the Lender forfeits any claim to the Work, transfers any licenses or interests it has in the Work to the County, and forfeits any right to assert claims against the County regarding County’s care of the Work.

C. Permitted Uses. Parties to this Agreement may:

1. Use photographs, drawings or similar images of the Work for educational purposes or to promote public awareness of the installation described herein.

**IX. Notices.**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid, as follows:

A. If to Fulton County/FCLS: [Gayle Holloman, Executive Director]  
Fulton County Library System  
One Margaret Mitchell Square  
Atlanta, GA 30303

With a copy to:  
Fulton County Attorney’s Office  
141 Pryor Street, SW, Suite 4038  
Atlanta, GA 30303

B. If to The Last Hummingbird Collective, LLC:  
Lia T. Bascomb  
4349 Southvale Drive  
Decatur, GA 30034

With a copy to:  
The Last Hummingbird Collective, LLC  
3883 Lake Manor Way  
Atlanta, GA 30349

**X. Additional Provisions**

- A. Assignment. No Party shall assign or transfer any interest in this Agreement without the prior written consent of the other Parties.
- B. Subcontracting. Lender shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without first complying with the provisions of Paragraph V (Insurance) as to any proposed subcontractor. Lender shall be responsible for any acts or omissions of its subcontractor pertaining to performance or nonperformance under this Agreement.
- C. No Joint Venture. Neither the County nor FCLS shall be deemed to be, for any purpose, partners or joint ventures with Lender. The Lender is acting as an independent contractor in connection with the Agreement.
- D. No Changes. No alteration, amendment, change, supplement or modification of the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto and approved by appropriate action of the County.
- E. Voluntariness. The parties acknowledge that they are executing this Agreement voluntarily; that they have read and are familiar with the provisions herein contained before signing and have weighed all the facts and circumstances likely to influence their judgment; that they have sought and obtained independent advice; that they have each been duly advised and appraised of their questions pertaining to this Agreement with questions being fully and satisfactorily answered and they each represent and warrant that they clearly understand and consent to all the provisions herein.
- F. Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the subject matter contained herein and it supersedes all prior and contemporaneous representations, oral or written agreements or understandings between the parties respecting its subject matter.
- G. Riders and Attachments. All Exhibits, attachments, riders and addenda referred to in this Agreement or incorporated in this Agreement are made a part hereof for all intents and purposes by specific reference thereto.
- H. Waiver. No consent or waiver, express or implied, of any one provision of this Agreement shall constitute a waiver of any other provision, nor shall any one waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party against whom the waiver is asserted.
- I. Severability. If any provision in this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and shall in no way be impaired.
- J. Disputes. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Lender. The Lender shall have 30 days from the date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, a copy

of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Lender shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

- K. Jurisdiction. This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.
- L. Cooperation. The parties agree to cooperate with each other in the prosecution of any claim that a third party has infringed or misappropriated any copyright, trade secret or other property right which they may now or hereafter have in the Work. That cooperation shall consist only of voluntary disclosure of information not protected by the attorney-client privilege in the possession of one party which may be of assistance to the other party in prosecuting any said claim of infringement or misappropriation, provided that neither party shall be obligated to take any action which would constitute a breach of any other contract to which they are a party or subject them to any liability in the opinion of their legal counsel.
- M. Headings. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, shall not affect interpretation of the paragraphs and are not to be used to construe the intent of this Agreement or any part hereof, nor to modify, amplify, or to aid in the interpretation or construction of any of the provisions thereof.
- N. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.
- O. Time. Time is of the essence of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year date first above written.

**FULTON COUNTY, GEORGIA**

**THE LAST HUMMINGBIRD  
COLLECTIVE, LLC**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

*Lia T. Bascomb*

\_\_\_\_\_  
Name: Lia T . Bascomb  
Title: Member/Owner/Co-Curator

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Gayle Holloman, Executive Director  
Fulton County Library System



**Exhibit A**

[See attached Exhibit A]