



# Boulder Alley Gallery

## Sponsor Agreement

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*The Boulder Alley Gallery is a project of the Downtown Boulder Community Initiatives (DBCI) to repurpose alley and back-of-the-building doors into an outdoor gallery featuring the work of local artists.*

THIS SPONSOR AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2021, ("Effective Date") by and between Downtown Boulder Community Initiatives ("DBCI") and \_\_\_\_\_ ("Property Proprietor"), as follows:

1. DBCI is the administrator of the Boulder Alley Gallery Project pursuant to which artistic works are included in an electronic catalog ("Catalog") pursuant to which property owners and operators, accepted by DBCI in its discretion for Project participation, can select artistic Work(s) for installation and display on alley, back-of-the-building and other metal doors and surfaces in downtown Boulder, Colorado (collectively, "Project"). Property Proprietor owns certain real property in Boulder, Colorado and desires to participate in Project. "Work" means an artistic expression which DBCI has acquired the rights to use in connection with Project.
2. Property Proprietor agrees to sponsor \_\_\_\_\_ Door(s) for the total cost of \$ \_\_\_\_\_ ("Sponsorship Fee"), as outlined in DBCI's proposal provided (attached hereto as "Exhibit A"). As used in this Agreement, "Door" means a single or double alley or back-of-building door(s) put forward by the Property Proprietor for the Project.
3. Upon execution of this Agreement by both parties and payment of the Sponsorship Fee to DBCI, Property Proprietor may select a Work for each Door (as applicable) from DBCI's catalog of available Works. Following such selection, the Work will be reproduced in vinyl and professionally installed within approximately four (4) to six (6) weeks by a vendor selected by DBCI. Property Proprietor acknowledges and agrees outdoor temperatures below 55 degrees Fahrenheit and other adverse weather conditions may delay installation of the Work.
4. Prior to installation of the Work, DBCI will paint the approximately two (2) inch trim border around the exterior face of the Door with black paint. In addition, if necessary, for the proper adhesion of the vinyl Work, the entire exterior face of the Door may also be painted, which decision will be made on a case-by-case basis. In the event the entire Door is painted, Property Proprietor acknowledges and agrees the new paint will need to cure for two (2) weeks prior to vinyl Work installation. Property Proprietor acknowledges and agrees that DBCI shall have no obligation to repair or replace any Door which is rusty, damaged or otherwise in a condition that will impair or prevent the proper installation and adhesion of the vinyl Work except as otherwise set forth in this paragraph 4.
5. Concurrently with installation of the Work, a title card will be placed on either the left- or right-hand side of the Door at DBCI's discretion. The title card will be attached to the wall adjacent to the Door by an adhesive on the wall.
6. Following installation, in the event the vinyl Work or title card is damaged, DBCI will repair or replace such items at its sole expense. Property Proprietor will promptly notify DBCI in the event any Work is damaged.

7. Property Proprietor hereby grants to DBCI, its employees, agents, contractors and vendors, a license to enter upon the real property on which the Door is located in order to perform all of the obligations and duties of DBCI set forth in this Agreement, including, without limitation, installation, repair or removal of the vinyl Work. Property Proprietor shall not repair or remove any Work or revoke any license granted hereunder until this Agreement has expired or terminated and DBCI has removed the vinyl Work and title card.
8. DBCI has obtained a license from the owner of the Work to reproduce, transmit and display the Work, together with the right to grant a sublicense to Property Proprietor to display such Work on the Door, which sublicense is hereby granted by DBCI to Property Proprietor.
9. Should Property Proprietor desire to change the Work at any point following installation, upon payment to DBCI of the applicable Sponsorship Fee, Property Proprietor may select a new Work from DBCI's catalogue of available Works which will be installed pursuant to paragraphs 3 and 5.
10. The term of this Agreement will commence upon the Effective Date and shall continue for a period of ten (10) years. Notwithstanding the foregoing, either DBCI or Property Proprietor may terminate this Agreement upon written notice to the other. Within a reasonable time following the expiration or earlier termination of this Agreement, DBCI shall remove the vinyl Work and title card; however, DBCI will not be obligated to repaint or otherwise repair any Door, or to repair the adjacent wall where the title card was mounted.
11. Each party represents and warrants to the other party that it is authorized to enter into this Agreement, and perform its respective obligations hereunder, including the grant of the licenses set forth in paragraphs 7 and 8. Each party agrees to indemnify and hold harmless the other party for any breach of the representations and warranties contained in this paragraph 11.
12. This Agreement contains the entire agreement between DBCI and Property Proprietor with respect to its subject matter and replaces all other agreements by and between them with respect thereto. This Agreement can only be modified or changed in writing signed by both parties. No waiver of any provision of this Agreement will be binding unless in writing and signed by the waiving party. This Agreement will be governed by the laws of Colorado, and any disputes related to or arising under this Agreement will be adjudicated in the courts in Boulder, Boulder County, Colorado, to which jurisdiction and venue both parties' consent as the exclusive jurisdiction and venue therefor.

**Downtown Boulder Community Initiatives**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Property Proprietor**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Signed contract, with Sponsorship Fee made payable to Downtown Boulder Community Initiatives (please note Alley Gallery on the memo line), should be delivered to:**

**Downtown Boulder, 1942 Broadway, Suite 301, Boulder, CO 80302**