

GIFT AGREEMENT

THIS GIFT AGREEMENT, hereinafter "Agreement", is made and entered into December 11, 2012 by and between the County of Santa Barbara, California, hereinafter "County" and Anne and Walon Green, hereinafter "Green."

RECITALS

WHEREAS, Green desires to gift to the County, through the Santa Barbara County Arts Commission, (hereinafter, "Commission") a collection of certain works by Channing Peake.

WHEREAS, County through the Commission desires to accept this gift;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

- 1. Definitions:** For the purposes of this agreement, the following terms shall have the meanings set forth below:

"Archival Standards" shall mean the storage and handling of artwork under proper conditions and care, including climate and humidity control and appropriate lighting, so as to maintain the longevity of the works and prevent degradation.

"Collection" shall mean the Green's art collection, which is comprised of 10 works of art gifted to the County pursuant to this agreement, as described in the list attached as Exhibit A hereto and incorporated herein by reference;

"Secure" shall mean the prevention of loss, theft and/or damage.

- 2. Designated Representative:** The Executive Director of the Commission shall serve as the representative of the County and will administer this agreement for and on behalf of the County. Anne and Walon Green shall serve as the authorized representatives of Green and will administer this agreement for and on behalf of Green.
- 3. Notices:** Any notice or consent required or permitted to be given under this agreement shall be given to the respective parties in writing, by first-class mail, postage prepaid as follows:

To County: Executive Director
Santa Barbara County Arts Commission
P.O. Box 2369
Santa Barbara California 93120
Phone: (805) 568-3990

To Green: Anne and Walon Green
5662 Calle Real, pmb 234
Goleta, CA 93117

Or at such other address, or to such other person, that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the United States mail.

4. Information for Gift: For each piece of art included in the Collection, Green shall provide County with a completed "Information for Gift" form containing the following information:

a. The Name and Address of the Commission: Santa Barbara County Arts Commission; P.O. Box 2369, Santa Barbara, California 93120; Telephone Number: 805.568.3990.

b. Artist Information

Year Born: _____ Year Died: _____

Address of Artist: _____

Title of Art Object: _____

c. Size:

Painting, drawing, etc. (without frame or mat):

Height: _____ Width: _____

Outer Dimensions of mat or frame:

Height: _____ Width: _____

Sculpture (without pedestal):

Height: _____ Width: _____

Depth: _____ Approximate Weight: _____

Pedestal:

Height: _____ Width: _____

Depth: _____ Approximate Weight: _____

d. Date of Work: _____

Does date appear on art subject? _____

If so, where? _____

e. Signature:

Is art object signed, inscribed, or initialed? _____

If so, where? _____

f. Framing:

Is art object framed? _____

If yes, with: _____[describe; glass, plexiglass]

If necessary, may commission reframe or re-mat art object: _____

g. **Provenance:** If available.

h. **Condition:** _____

Prior to accepting the gift, the Commission shall have the opportunity to review the condition of each art work and confer with Green regarding the information contained in the "Information for Gift" form, and to modify information as necessary with Green's input.

5. **Packing, Shipment and Related costs:** The Collection shall be packed by the County in a manner that protects the Collection against damage during transport to County. The Collection shall be picked up on a mutually agreed upon date between Dec. 31, 2012 and January 31, 2013. The County shall assume any packing and transportation costs from the Green residence to the County Arts Commission art storage vault.

6. **Conditions of Gift.**

a. **Term of Gift.** Commencing on December 11, 2012, Green hereby donates the Collection to County and relinquishes and waives all claims to the Collection in perpetuity. Green represents and warrants to County that Green has good title to the Collection free and clear of claims of others of any kind or nature whatsoever and that the Collection is free and clear of all encumbrances and restrictions and has not been imported or exported into or from any country in a manner contrary to the laws of that country or contrary to the laws of the United States of America.

b. **Additions to Collection.** Green may elect, at its sole and absolute discretion, to augment the Collection by donating additional works of art. For every additional piece of art added to the Collection, Green shall complete an "Information for Gift" form, as described in section 4 of this agreement.

c. **Care of Collection.** County agrees to use its best efforts to preserve the Collection in the same condition as when it was received. County also agrees to provide a permanent storage and curatorial space for the Collection that is Secure and meets Archival Standards for the conservation of the Collection.

d. **Notice of Loss or Damage.** Commission will promptly notify Green of any injury to or loss of the Collection, whether the injury or loss occurs in transit or on County's premises and regardless of who may be responsible. Notice shall be given as provided under section 3 of this agreement.

7. **Remedies.** In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach. No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each other and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

- 8. Insurance.** Upon the County's acceptance of the Collection, County will insure the Collection under its fine arts policy for the amount the Collection, as a whole, as appraised by an independent art appraiser against all risks of physical loss or damage. County's fine arts policy contains limitation on coverage for loss or damages resulting from inherent defects in the work, acts of God, or due to such causes as hostile or warlike action in time of peace and war; atomic, nuclear, or radioactive force, reaction, or contamination; insurrection, rebellion, revolution, civil war, usurped power, action taken by governmental authority in hindering, combating, or defending against such an occurrence; seizure or destruction under quarantine or customs regulation; confiscation by order of any governmental or public authority; or risks of contraband or illegal transportation of trade.
- 9. Waivers.** In no case is a waiver by County of any term or provision of this agreement effective unless such waiver is expressly stated in writing and approved by County in accord with the provisions of this agreement. It is understood and agreed that any waiver of any kind during the term of this agreement, shall not be, nor construed to be, a waiver of any subsequent breach of a like kind or of any other provision of this agreement.
- 10. Severability.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision as if the unenforceable provision is not contained herein.
- 11. No Waiver of Default.** No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.
- 12. Entire Agreement and Amendment.** In conjunction with matters considered herein, this agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this agreement and by no other means. Each party waives their future right to claim, contest or assert that this agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.
- 13. Miscellaneous:**
- a. Non-discrimination.** No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any performance of this agreement because of race, color, creed, marital status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or

physical disability, or political affiliation or belief. All parties to this agreement shall comply with all applicable federal and state and County nondiscrimination laws.

b. Section Headings. The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

c. Successors, Heirs and Assigns. All representations, covenants and warranties set forth in this agreement, by or on behalf of or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors, heirs and assigns.

d. California Law. The laws of the State of California shall govern this agreement. Any litigation regarding this agreement or its contents shall be filed in the County of Santa Barbara, if in State Court, or in the Federal District Court nearest to Santa Barbara County, if in Federal Court.

e. Authority. All parties to this agreement warrant and represent that they have the power and authority to enter into this agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or any by County, state and/or federal law in order to enter into this Agreement. Furthermore, by entering into this agreement, Green hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Green is obligated which breach would have a material effect hereon.

THIS DOCUMENT CONSTITUTES AN OFFICIAL GIFT AGREEMENT. SIGNATURE OF GREEN WILL ACKNOWLEDGE ACCEPTANCE OF THE CONDITIONS DESCRIBED ABOVE.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed on the day and year written below.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Doreen Farr, Chair
Board of Supervisors

By: _____
Deputy

Date: _____

Anne and Walon Green

By: _____
Anne Green

By: _____
Walon Green

Date: _____

By: _____
Ginny Brush, Executive Director
Santa Barbara County Arts Commission

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Michael A. Munoz
Senior Deputy County Counsel

By: _____
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

APPROVED:

By: _____
Ray Aromatorio, ARM, AIC
Risk Manager