



SPECIAL PERMIT AND RELEASE TO INSTALL A TEMPORARY ARTWORK

THIS DOCUMENT CERTIFIES THAT:

Name of Entity: Bentley Meeker Lighting (the "Permittee")

Address: 465 10th Ave, New York, NY 10018

HAS BEEN AUTHORIZED TO

Install: H in Harlem (the "Artwork") by Bentley Meeker (the "Artist")

At: 125th Street and 12th Ave in the Borough of Manhattan (the "Site").

BETWEEN THE FOLLOWING DATES:

Installation Period: June 15th – 16th between the hours of 7PM and 7AM (the "Installation Period");

Display Period: June 16th 24 hours a day (the "Display Period"); and

Removal Period: September 14th between the hours of 7PM and 7AM (the "Removal Period").

THIS AUTHORIZATION COVERS THE DESIGNATED AREAS AND TIME PERIODS ONLY AND IS GRANTED UNDER THE CONDITIONS SPECIFIED ON THE REVERSE OF THIS PERMIT AND RELEASE.

THIS PERMIT AND RELEASE MAY BE REVOKED AT THE SOLE DISCRETION OF THE
Assistant Commissioner of Urban Design and Art

THERE IS NO CHARGE FOR THIS PERMIT AND RELEASE.

Wendy Feuer
Assistant Commissioner of Urban Design and Art

Date



The Permittee in consideration for the permission granted by the City of New York (the "City") and the New York City Department of Transportation ("DOT") to install the Artwork at the Site, hereby agrees to:

- 1. Enter the Site at its own risk and strictly abide by dates and times specified in the Installation Period, Display Period and Removal Period (together the "Permit Period");
2. Install the Artwork in strict accordance with the agreed upon final designs, installation methodology, precise Site location and obtain any engineering certification or approval, as required by DOT;
3. Provide signage, pre-approved by DOT, indicating that the display of the Artwork is a joint effort by the Permittee, Artist and DOT. Signage shall be appropriately and clearly displayed during the entire Display Period in an agreed upon location;
4. Provide its own tools, materials, and equipment to install and remove the Artwork;
5. Cause no disruption of pedestrian, cyclist or vehicular flow or commercial and residential activity during the Display Period;
6. Ensure a senior employee is continuously present at the Site throughout the Installation and Removal Periods and monitor and maintain the Artwork during the Display Period;
7. Give full cooperation to DOT staff at all times throughout the Permit Period;
8. Restore the City-owned property to its original state prior to the completion of the Removal Period;
9. Acknowledge that DOT retains the exclusive right to remove the Artwork and/or revoke this Special Permit and Release at any time and for any reason or no reason whatsoever;
10. Be responsible for all Artwork fees and expenses associated with the Artwork above and beyond the agreed upon amount approved by DOT;
11. Acknowledge that this Special Permit and Release must be carried at all times and be available upon request throughout the Permit Period;
12. Provide any proposed press releases or announcements for review and prior written approval by DOT. And, acknowledge that DOT shall be credited as a partner in any releases, announcements and promotional materials;
13. Maintain at all times, during the Permit Period, at its sole cost and expense Commercial General Liability Insurance with limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence, and two million dollars (\$2,000,000) aggregate, and naming the City as additional insured. Prior to the Installation Period, the Permittee shall deliver to DOT, at 55 Water Street, 9th Floor, New York, NY 10041, certificates of insurance (or certified copies of same) from an insurer authorized to do business in the State of New York. Said policy shall provide that no cancellation, termination, or alteration shall be made without thirty (30) days advance written notice to DOT;
14. Assume full responsibility for any and all injuries, including death or damages both personal or to property resulting from my negligence or the negligence of my agents, representatives, servants, employees, volunteers or independent contractors during the agreed upon time and for the agreed upon purpose;
15. Indemnify and to hold harmless the City and DOT, its officers, agents, servants, representatives or employees from any and all liability for any injuries, including death or damages both personal or to property or to intellectual property, resulting from my negligence or the negligence of my agents, representatives, servants, employees, volunteers or independent contractors during the agreed upon time and for the agreed upon purpose;
16. Forever release and discharge the City and DOT, its officers, agents, servants, representatives or employees from any and all claims, demands, rights of action or causes of action, present or future, whether same be known or unknown, anticipated or unanticipated in relation to damage to property and personal injury or infringement of intellectual property, arising out of or related to the use of the Artwork and attributable to the negligence of myself by me, my agents, representatives, servants, employees, volunteers or independent contractors during the agreed upon time and for the agreed upon purpose.

The Artist shall:

- 17. Certify that the Artwork is original, is the Artist's alone, and that the Artist has full authority to grant the permission herein;
18. Permit DOT to use, copy, reproduce, publish, distribute, publicly perform and display the Artwork and to create, use, copy, reproduce, publish, distribute, publicly perform, and display derivative or other works based on the Artwork described above. Such permission is on-going and will continue until such time as the Artist revokes it by giving DOT written notice of revocation;
19. Acknowledge that DOT has permission to photograph, file and/or videotape the Artwork and/or otherwise record the Artwork and/or likeness, to quote, to record words, and to use a photographic, digital and/or other reproduction and/or image/likeness and has permission, but not obligation, to identify the Artist in connection with the Artwork; and
20. Acknowledge that no fees shall be charged to DOT, including, but not limited to, royalties associated with Articles 18 and 19 above.

We hereby voluntarily sign this instrument with no promise or representation made by the City and DOT, its officers, agents, servants, representatives or employees other than the consideration stated herein.

Signature: Permittee

Dated: _____

Signature: Artist

Dated: 04/10/14