Alley Gallery Call for Sponsors

Alley Gallery is a project of the Louisville Downtown Partnership to repurpose alley and back-of-the-building metal doors into an outdoor gallery featuring the work of local artists.

- Sponsorship is $645 per single door or $1,200 per double door
- Includes $300, compensation to the artist
- Plus cost of artwork applied in vinyl plus Door Prep, Title Card & Location Marker
- Property owner chooses the artwork
- Installation in approximately 4 weeks
- Full-scale prototype may be viewed at: 558 S 4th Street, rear

Ken Herndon
Special Projects Coordinator
Louisville Downtown Partnership
502-817-2766
kherndon@louisvilledowntown.org
Alley Gallery Sponsor Contract,

Alley Gallery is a project of the Louisville Downtown Partnership to repurpose alley and back-of-the-building metal doors into an outdoor gallery featuring the work of local artists.

This SPONSOR AGREEMENT ("Agreement") is entered into this ____ day of ____________, 20___ ("Effective Date") by and between Louisville Downtown Management District (LDMD) and ___________________________ of ____________________________________ ("Property Proprietor").

1. LDMD is the administrator of the Alley Gallery Project, on behalf of and with authorization by Louisville Downtown Partnership, pursuant to which property owners and operators, accepted by LDMD 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 Louisville, Kentucky (collectively, "Project"). Property Proprietor owns certain real property in Louisville, Kentucky and desires to participate in Project. "Work" means an artistic expression which LDMD has acquired the rights to use in connection with Project.

2. Property Proprietor agrees to sponsor _________ Door(s) at Six Hundred and Forty Five Dollars ($645.00) each per single door and/or _________ Door(s) at Twelve Hundred Dollars $1200.00 each per double door, for a total cost of $__________________ ("Sponsorship Fee"). As used in this Agreement, "Door" means a single or double alley or back-of-building metal door(s) measuring approximately eighty four (84) inches high and thirty six (36) inches wide for a single or eighty four (84) inches high and seventy two (72) inches high for a double.

3. Upon execution of this Agreement by both parties and payment of the Sponsorship Fee to LDMD, Property Proprietor may select a Work for each single or double Door (as applicable) from LDMD's catalogue of available Works. Following such selection, the Work will be reproduced in vinyl and professionally installed within approximately four (4) weeks by a vendor selected by LDMD. 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, LDMD will paint the two (2) inch trim border around the exterior face of the Door with black glossy 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 LDMD 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 location sign will be placed above the Door, and a title card will be placed on either the left or right hand side of the Door at LDMD’s discretion. Attached hereto as Exhibit A is a graphical depiction of the approximate size and location of the location sign and title card in relation to the Door. Property Proprietor acknowledges and agrees that the actual size and location of the location sign and title card may vary from Exhibit A due to the physical characteristics of the Door and walls surrounding the Door. The location sign and title card will be attached to the wall adjacent to the Door by four (4) toggle screws each which will require the drilling of eight (8) holes in the adjacent wall.

6. Following installation, in the event the vinyl Work, location sign or title card is damaged, LDMD will repair or replace such items at its sole expense. Property Proprietor will promptly notify LDMD in the event any Work is damaged.

7. Property Proprietor hereby grants to LDMD, 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 LDMD 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 LDMD has removed the vinyl Work, location sign and title card.

8. LDMD 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 LDMD to Property Proprietor.

9. Should Property Proprietor desire to change the Work following installation, upon payment to LDMD of the applicable Sponsorship Fee, Property Proprietor may select a new Work from LDMD’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 five (5) years. Notwithstanding the foregoing, either LDMD 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, LDMD shall remove the vinyl Work, location sign and title card; however, LDMD will not be obligated to repaint or otherwise repair any Door, or to fill or otherwise repair holes drilled for any location sign or title card.

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.
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12. This Agreement contains the entire agreement between LDMD 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 Kentucky, and any disputes related to or arising under this Agreement will be adjudicated in the courts in Louisville, Jefferson County, Kentucky, to which jurisdiction and venue both parties consent as the exclusive jurisdiction and venue therefor.

Louisville Downtown Management District

By: Ken Herndon

Title: Special Projects Coordinator

Date: ________________________________

Property Proprietor

By: ________________________________

Address ___________________________ City _______________ Zip __________

Date: ___________________________ Phone __________________ Email __________

Signed contract, with Sponsorship Fee made payable to LDMD (please note Alley Gallery on the memo line), should be sent to: Ken Herndon, Special Projects Coordinator, Louisville Downtown Management District, 556 S 4th Street, Louisville, KY 40202, kherndon@louisvilledowntown.org. 502-817-2766.
Exhibit A

Alley Gallery Installation Dimensions

Standard single door sizes are approximately 36" x 84" but will vary.

Location Sign (mounted with 4 screws)
12" x 6"

Title Card (mounted with 4 screws)
6" x 4"

2" border to be painted glossy black

84" Minimum Required

Questions? Ken Henned, Special Projects Coordinator, Louisville Downtown Partnership, 817-2766, khenned@louisvilledowntown.org
Alley Gallery Installation Schedule

*Alley Gallery* is a project of the *Louisville Downtown Partnership* to repurpose alley and back-of-the-building metal doors into an outdoor gallery featuring the work of local artists.

Sponsors will choose images from the Alley Gallery Drop Box Catalog. Once image is chosen, contracts signed and Artists notified, a four-week installation schedule will commence.*

Alley Gallery Approximated Installation Schedule:*

**Week 1**
- Sponsor Contract signed, Sponsor Fee received and Drop Box Catalog image chosen
- Artist notified
- If needed, high resolution photograph of chosen image arranged with artist

**Week 2**
- Door measured and vinyl image and Title Card ordered
- Door trim painted gloss black. If needed, door prepped with new paint. (New paint will need to cure for two weeks before vinyl can be applied).

**Week 3**
- New door paint cures.

**Week 4**
- Vinyl image applied. Location Sign and Title Card installed.

*Four-week installation schedule will be subject to weather conditions.*

Questions? Ken Harman, Special Projects Coordinator, Louisville Downtown Partnership, 817-2766, kharman@louisvilledowntown.org