



**Memorandum of Understanding between the City of Alexandria  
through its Department of Parks, Recreation & Cultural Activities’  
Office of the Arts  
and**

**For  
Community Exhibition at Torpedo Factory Art Center**

**THIS AGREEMENT**, is made on this \_\_\_ day of \_\_\_\_\_ 202\_\_\_, by and between the \_\_\_\_\_ (“Partner”) and the City of Alexandria, through its Department of Parks, Recreation and Cultural Activities’ Office of the Arts, a municipal corporation of Virginia (“City”).

Partner operates as a \_\_\_\_\_.

The City owns the Torpedo Factory Art Center located at 105 N Union St, Alexandria, VA 22314. The City’s Office of the Arts, a division of the Department of Recreation, Parks, and Cultural Activities (“RPCA”), manages the Torpedo Factory Art Center (“TFAC”). The mission of the RPCA is to enrich the City of Alexandria by creating meaningful experiences through public space, cultural activities, and programing. The mission of the TFAC is to foster connections among artists and the public that ignite the creative spirit.

In December 2021, Alexandria City Council directed staff to implement the “Action Plan for Vibrancy & Sustainability at Torpedo Factory Art Center” (Vibrancy Plan). Among other elements, the Plan calls for the TFAC be more “outward looking” and “broaden and deepen the Art Center’s community connectivity” (page 2 of the Vibrancy Plan).

In consideration of the promises and mutual benefits contained herein and accruing to the Parties, the Parties agree as follow:

**Agreement** In consideration of the Vibrancy Plan, the City shall make available Site II in the TFAC (see attachment A) for an art exhibition organized by the Partner.

**1. Definitions**

- a) Exhibiting Artists: Shall mean artists who were selected to be part of the Exhibition in Site II.
- b) Artwork: Shall mean art produced by the Exhibiting Artists.
- c) Exhibition: Shall mean a public, professional, showing of Artwork in Site II.
- d) Transportation/Transporting: Shall mean the act of packing, shipping, and delivering artwork by the Exhibiting Artists to its proper location.
- e) Installation: Shall mean the act of unpacking and installing artwork to be on display for an exhibition to include the placement of artwork.
- f) De-installation: Shall mean the act of taking artwork off display, restoring Site II to its original condition, and preparing artwork for Transportation/Transporting.



**4. Exhibition Dates**

The Exhibition of Artwork shall be on view at the TFAC Site II starting on \_\_\_\_\_ and ending on \_\_\_\_\_ (not including Installation and De-installation).

**5. Marketing**

- a) Both Parties agree:
  - i. Title the Exhibition shall be “\_\_\_\_\_”: at Torpedo Factory Art Center.”
- b) The City shall:
  - i. Allow Partner use of the City and TFAC logo for marketing material as it relates to the Exhibition after written design approval by the City.
  - ii. Approve, in writing, a press release written by the Partner.
  - iii. Promote the Exhibition on [torpedofactory.org](http://torpedofactory.org).
  - iv. Promote the Exhibition in its TFAC e-newsletter.
  - v. Promote the Exhibition on its TFAC social media sites, to include Facebook and Instagram.
- c) Partner Shall:
  - i. Allow City use of the Partner’s logo for Exhibition marketing material.
  - ii. When referring to TFAC, Partner shall use the full name “Torpedo Factory Art Center” and City gives permission for use of the name for this Agreement.
  - iii. Write a press release to be approved by the City in writing and send the press release to their press contacts.
  - iv. Include the City Logo and following statement on any material where the TFAC Logo, name “Torpedo Factory Art Center” or Exhibition information is provided:
    - i. “The Torpedo Factory Art Center is managed by the City of Alexandria’s Office of the Arts, a division of the Department of Recreation, Parks, and Cultural Activities. Learn more at [torpedofactory.org](http://torpedofactory.org).”
  - v. Promote the Exhibition and any public reception(s) in its newsletter emails (if it has one).
  - vi. Promote the Exhibition and any public reception(s) on its social media sites.
  - vii. Post/populate the Exhibition on event calendars on regional publication websites, to include Washington Post, City Paper, and Alexandria Times

**6. Selection of Artwork**

- a) Selection of Artwork shall be the responsibility of the Partner.
- b) Partner acknowledges they have all rights necessary to publicly exhibit Artwork at the TFAC, including allowing the City to publish images of the Artwork and the Exhibiting Artist’s name.
- c) City shall provide the Partner with detailed dimensions of Site II and where to display the Artwork during the Exhibition. See Attachment A.

**7. Transportation/Transporting, Installation, and Deinstallation**

- a) Transportation/Transporting, Installation, and Deinstallation of Artwork shall be the responsibility of the Partner.
- b) City shall provide a hanging bar, and hanging wire with hooks to Partner for the Exhibition.



- c) In the event an artwork is purchased or has to be removed from the Exhibition (see Paragraph (10) below), the Partner is responsible for the Deinstallation of the purchased Artwork. The Partner is then responsible for the Transportation/Transporting, Installation, and Deinstallation of a new Artwork similar to the Artwork purchased to be installed in the removed Artwork's location.
- d) Any repair, such as filling nail holes or repainting of walls, needed as a result of the Exhibition shall be the responsibility of the Partner.
- e) Partner shall be responsible for installing wall labels next to each Artwork to state, at a minimum, the Exhibiting Artist's name, title of Artwork, media of Artwork, and Partner contact information if interested in purchasing the Artwork.

**8. Communication with Exhibiting Artists**

- a) The Partner shall be the primary point of contact for the Exhibiting Artists, to include alerting them of Transportation/Transporting dates and times.
- b) Any damaged or lost Artwork noticed by the Partner shall be reported to the City.

**9. Income, Expenses and Artist Contracts**

- a) City shall pay no monetary fees or owe any money to Partner.
- b) Partner shall pay no monetary fees or owe any money to the City.
- c) Partner shall pay expenses for any printed or published marketing material they choose to produce in accordance with paragraph (5) above.
- d) Partner shall pay expenses for the Exhibit Reception as set forth in Paragraph 12 below.
- e) Partner shall provide the City with a list of Artwork displayed in the Exhibition to include the Exhibiting Artist's name, artwork dimensions, and title.

**10. Purchasing of Artwork**

All sales of Artwork are the responsibility of the Partner. Artwork is not required to be for sale. Artwork sold shall be replaced by Partner with a similar Artwork (see Paragraph (7) c. above).

**11. Insurance**

- a) The City is not responsible for insuring the Artwork, nor can it insure the safety of the Artwork while at TFAC.

**12. Exhibit Reception**

- a) Partner shall host an Exhibit Reception for the Exhibition to include light food (not homemade) and non alcoholic drinks at a time agreed upon in this Agreement (see Paragraph (13) below).
- b) Partner representative(s) and City representative(s) shall both have the option to make public comments during the reception.

**13. Timeline**

Parties shall agree to the following timeline:

- a) One month prior to the start of the Exhibition An exhibition statement, 200 – 400 words in length, Partner's high resolution logo, and a high resolution image (artwork or design) representing the Exhibition sent to the City from Partner.
- b) One month prior to start of Exhibition Partner sends draft press release to City for approval.



- c) 15 days prior to the start of Exhibition Press release is sent to press by Partner.
- d) \_\_\_\_\_: Artwork installed by Partner at TFAC.
- e) \_\_\_\_\_: Exhibit opens to the public.
- f) \_\_\_\_\_, between \_\_\_\_\_ and \_\_\_\_\_: Exhibit Reception.
- g) \_\_\_\_\_: Additional reception held by Partner at TFAC.
- h) \_\_\_\_\_: Deinstallation of Artwork at TFAC by Partner.

**14. Documentation**

- a) Both Parties agree to share, and give each other rights to, images of the Exhibition, and images of the Exhibit Reception.

**15. Other Conditions**

- a) Partner recognizes that, as a municipality, the City is subject to the Freedom of Information Act (“FOIA”), and therefore any and all documents, including this Agreement may be provided to the public when requested.
- b) Partner shall not interfere or in any way preclude the public’s use and enjoyment of the TFAC.
- c) This Agreement does not represent or imply exclusive rights or special privileges to the Partner by the City or TFAC.
- d) Partner shall comply with all City, State, and Federal laws and regulation including but not be limited to, fire codes and use of hazardous material.
- e) No additions or changes to the Agreement shall be made except in writing with the written approval of both Parties.
- f) Aside for termination of this Agreement (outlined in Paragraph (16) below) email shall be an acceptable form of communication for written approvals, or notifications related to this Agreement.

g) Contacts for the Parties:

1. Partner

Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State & Zip Code: \_\_\_\_\_  
 Mobile Phone Number: \_\_\_\_\_  
 Office Phone Number: \_\_\_\_\_  
 Email: \_\_\_\_\_

2. TFAC/City

Brett John Johnson  
 Director, Torpedo Factory Art Center  
 105 N. Union St; Alexandria, VA 22314  
 703.746.4577 (office)  
 571.414.7159 (mobile)  
 brett.johnson@alexandriava.gov

**16. Termination of Agreement**



Either party may terminate this Agreement with thirty (30) days written notice to the other party. Such notice shall be sent to the Parties as set forth below:

If to the City:

Recreation, Parks and Cultural Activities  
Lucresha Murphy and Jack Browand  
1108 Jefferson Street  
Alexandria, VA 22301

With copies to:

The City Attorney  
301 King Street, Suite 1300  
Alexandria, Virginia 22314

and

Brett John Johnson, Director [or other TFAC manager]  
Torpedo Factory Art Center  
105 N. Union St  
Alexandria, VA 22314

If to Partner:

Via the address provided in Paragraph (15) g. 1. above.

**17. Term:**

This Agreement shall take effect at signature of both parties and shall end on the date of Deinstallation of Artwork at TFAC by Partner as described in Paragraph (13) h.

**18. Indemnification**

a) The City, its officers, employees, and agents shall not be responsible for any and all injuries and/or damages incurred to private property and/or sustained by Partner, their officers, employees, and agents and/or volunteers, for any and all claims by third parties against the City, its agents, employees and officials and/or Partner their officers, employees and agents and/or volunteers under this Agreement.

**19. Representations**

By signatures below of their authorized legal representatives, the Parties represent that they accept this Agreement and agree to comply with and be bound by its terms and conditions.

**20. Amendment**

No amendment of this Agreement shall be binding on either Party unless set forth in a written document duly executed by the authorized representatives of both parties.

**21. Applicability of Federal, State and Local Laws.** This Agreement is subject to the Alexandria City Code, and all applicable provisions of federal and state law. This Agreement shall be interpreted, construed and enforced under the laws of the



Commonwealth of Virginia, including but not limited to the City's ordinances and regulations.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement:

**CITY OF ALEXANDRIA,**

A municipal corporation of the Commonwealth of Virginia

\_\_\_\_\_  
James B. Spengler (or Designee)  
Director, Recreation, Parks & Cultural Activities Department  
Date: \_\_\_\_\_

**PARTNER,**

\_\_\_\_\_  
Signature  
Date: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name  
Title: \_\_\_\_\_

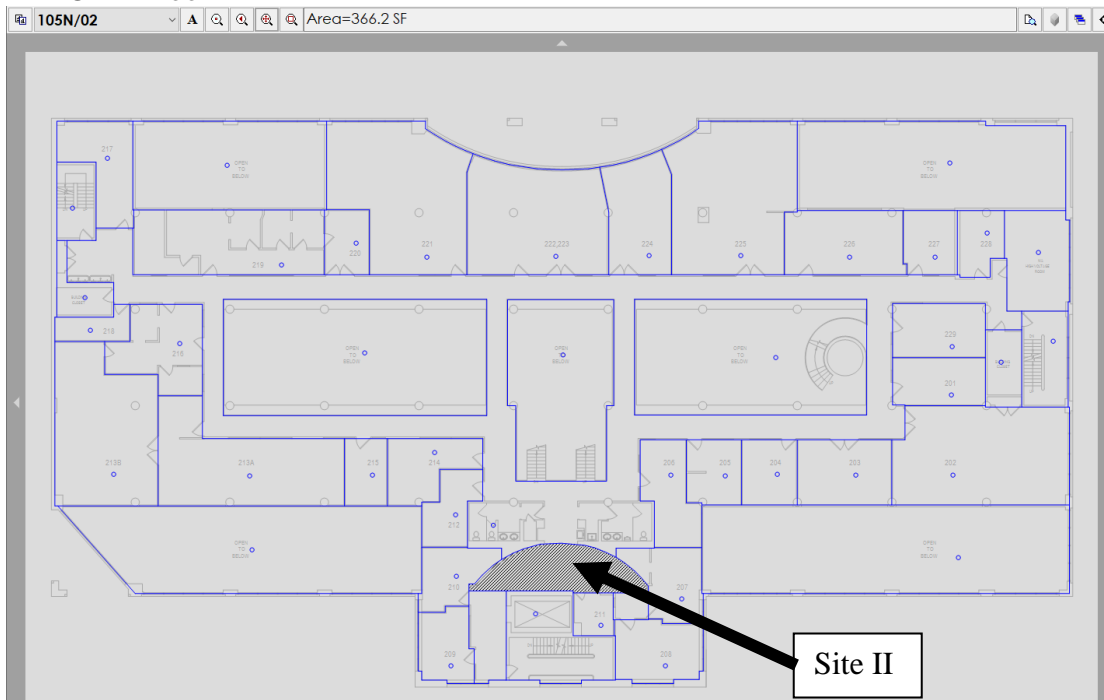
SAMPLE



# Attachment A

## Site II Location

### TFAC 2<sup>nd</sup> Floor



Red lines represent walls for hanging/installing art

