

AGREEMENT BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
KEVIN CRUMBO
FOR THE DONATION AND DISPLAY OF ARTWORK

This agreement is entered into on this 17th day of February, 2022, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, acting by and through the Metropolitan Arts Commission ("Metro") AND KEVIN CRUMBO ("Donor's Name") for the donation and display of eight artworks by artist LAUREN OSSOLINSKI ("Work").

1. **Purpose.** The purpose of this agreement is to donate the Work to Metro for installation and display in Historic Metro Courthouse or another Metro public location as included in Exhibit A.
2. **Duration.** Donor agrees to irrevocably donate and convey title to Metro, and Metro agrees to accept from Donor, the Work as described and identified in Section 3 of this Agreement. Metro will endeavor to display the Work in a Metro public area that is accessible to the public.
3. **Description of the Work**

Lauren Ossolinski, *Bring the Outside In*, oil on canvas, 5' x 9'
Lauren Ossolinski, *Featured Forsythia*, oil on canvas, 48" x 24"
Lauren Ossolinski, *Die North*, oil on canvas, 20" x 24"
Lauren Ossolinski, *October Maples*, oil on canvas, 24" x 36"
Lauren Ossolinski, *Morning Has Broken*, oil on canvas, 40" x 60"
Lauren Ossolinski, *Changing Tides*, oil on canvas, 30" x 30"
Lauren Ossolinski, *Friday Night Lights*, oil on canvas, 28" x 22"
Lauren Ossolinski, *Fall at Radnor Lake*, oil on canvas, 20" x 20"
4. **Condition of the Work.** Donor shall donate the Work to Metro in good condition.
5. **Donor's Warranty.** Donor warrants that the Work is an original and that the Work does not infringe upon any copyright. Donor warrants that the Work is free and clear of any liens, claims, or encumbrances from any source whatsoever. Exclusive title to the Work shall vest in Metro upon execution of this Agreement. All of Donor's rights to the Work shall be transferred to Metro with this Agreement.
6. **Compensation.** There will be no charges or fees owed to Donor for the donation and display of the Work.
7. **Acknowledgement of Receipt.** If Donor elects to claim tax benefits associated with the donation of the Work, Metro agrees to provide Donor with a Deed of Gift and written acknowledgement of Metro's receipt of the donation, as included in Exhibits B and C of this Agreement. Metro makes no representations, warranties, or guaranties relating to the value or the tax implications of such donation.
8. **Care and Preservation.** Metro will endeavor to give the Work donated the same care as it does other comparable works of art in its possession. It is understood by both parties that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible. Costs for the transportation, storage, installation, and maintenance of the Work are not anticipated.
9. **Reproductions and Credit.** Metro retains full rights of reproduction, filming, photography, for educational, procurement, public relations, arts promotional, tourism, and other non-commercial purposes. Metro retains full rights of removal, relocation, and deaccessioning of the Work. It is understood that the general public may photograph objects on exhibition in the public buildings of Metro.
10. **No Restrictions on Use.** Except with respect to state or federal laws regarding the preservation, copyright, and/or resale of works of art, the Work will be acquired without legal restrictions as to its future use.
11. **Notices.** Notices to Metro regarding this agreement shall be sent to:

Van Maravalli
Public Art Manager
Metro Arts Commission
1417 Murfreesboro Pike
Nashville, TN 37217

Notices to Donor regarding this agreement shall be sent to:

Kevin Crumbo
121 Westhampton Place
Nashville, TN 37205
kcrumbo1@gmail.com
615-490-5338

12. **Indemnification and Hold Harmless.** DONOR shall indemnify and hold harmless Metro, its officers, agents, and employees from:
 - a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of DONOR in connection with the performance of the contract.
 - b. Any claims, damages, penalties, costs and attorney fees arising from any failure of DONOR to observe applicable laws.

- c. Metro will not indemnify, defend or hold harmless in any fashion the DONOR from any claims arising from any failure, regardless of any language in any attachment or other document that the DONOR may provide.
- d. DONOR shall pay Metro any expenses incurred as a result of DONOR's failure to fulfill any obligation in a professional and timely manner under this contract.

13. **Governing Law.** The validity, construction, and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the DONOR may provide.
14. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.
15. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
16. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Donor and then by the authorized representatives of the Metropolitan Government, has been filed in the office of the Metropolitan Clerk, and approved by the Metropolitan Council. When it has been so signed and filed, this contract shall be effective as of the date first written above.

**ON BEHALF OF THE
METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:**

DS
IM

DocuSigned by:
Jim Schmidt 3/31/2022
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Jim Schmidt
Chair, Metro Arts Commission

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

DS
BB

DocuSigned by:
Kelly Flannery / TE 4/1/2022
D83140AB2C9D46D...

Director of Finance

APPROVED AS TO INSURANCE:

DocuSigned by:
Balagun Cobb, Risk Mgmt. 4/1/2022
68804BF12FD741C...

Director of Insurance

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:
Matthew Garth 4/4/2022
66F60922930844F...

Metropolitan Attorney

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

DATE FILED: _____

DONOR:

By: *[Signature]*

Title: *Donor*

Sworn to and subscribed to before me, a
Notary Public, this *24* day of *March*,
20*22*, by *Kevin Crumbo*, the
_____ of
_____ and duly authorized
to execute this instrument on Contactor's
behalf.

Kristin [Signature]

Notary Public

My Commission Expires: *10/2/2023*



Title **Kevin Crumbo** 07/27/2021

by **Kevin Crumbo** in **Artwork Donations to Metropolitan Nashville** id. 20847896

121 Westhampton Place
Nashville, Tennessee
37205
United States
6153646327
kristin.butler@nashville.gov

Original Submission 07/27/2021

Donor Name/Donor Organization **Kevin Crumbo**

Street Address **121 Westhampton Place**

City **Nashville**

State **TN**

Zip Code **37205.0**

Phone Number **6153646327**

What is the purpose and intent for offering artwork to Metro Nashville? **These two-dimensional, Wall-hung artworks are being donated to Metro in order to be hung in public Metro spaces, including the Metro Finance Department.**

Email Address **kcrumbo1@gmail.com**

Artist's Name **Lauren Ossolinski**

Artist Birthplace **Washington D.C.**

Birthdate of Artist **10/4/1968**

Artist's Current Address **107 Blackburn Ave., Nashville, TN 37205**

Artist Website or Gallery Representation **www.laurenossolinski.com; www.nashville.artistcollectives.org**

Artwork Title **Bring the Outside In, Featured Forsythia, Due North, October Maples, Morning Has Broken, Changing Tides, Friday Night Lights, Fall at Radnor Lake**

Is artwork existing or to be commissioned? **Existing**

Medium of Artwork **Landscapes, Still Life**

Dimensions and Weight of Artwork **5X9ft., 48X24in., 20X24in., 24X36in., 40X60in., 30X30in., 28X22in., 20X20in.**

Creation Date of Artwork **2016, 2014, 2015, 2015, 2016, 2015, 2014, 2014**

Current Artwork Owner **Kevin Crumbo**

Current Artwork Location **Finance Director's Office, 1 Public Square**

Existing Artwork Inscriptions/Signatures **All artwork is signed**

Please describe the current artwork condition. **All in good condition.**

What is your timeline for this potential donation or commission? When do you anticipate installation, if approved? **Currently installed in Finance Director's office**

Value of Artwork or Budget of New Commission **\$22,400**

Is artwork fully funded? **Yes**

Please describe proposed site for artwork and any foundation requirements. **Finance Director's office or other public Metro space.**

Artist's Resume

[Lauren_Ossolinski_Bio.pdf](#)

Photographs of the Artwork, or Renderings/Plans for new commissions

[Artwork_Photos.pdf](#)

Copyright and Authenticity Documentation

[Donation_to_Arts_Commission_7-19-2021_-_Copy.pdf](#)

Note: **The following items are not required for initial review of your donation, but may be requested upon further review. If you have any of this information or documents regarding your donation, please upload them to the online portal.**

Are there any electrical, plumbing or other utility requirements for the donated artwork? **Not applicable.**

Installation **Contact information & Method of Installation**

Name of Installer **Duncan McDaniel at Art Up Nashville, LLC**

Email **duncan@artupnashville.com**

Telephone Number **6159757577**

Please describe the method of installation. **Secured to the wall with a security lock mechanism.**

Lauren Ossolinski has always honored her creative streak. After graduating with a B.F.A. from Southern Methodist University, she spent many years on the creative side of the advertising industry writing for television, radio and print. After becoming a mom full-time, she returned to painting for her creative release. Over a decade ago, she took her first plein air painting class, and was hooked.

Since then she has traveled and studied with artists like Peggy Kroll-Roberts, Michelle Torrez and Quang Ho, as well as a number Tennessee plein air painters like Jason Saunders, Kim Barrick , Dawn Whitelaw, and Anne Blair Brown. She is a member of the Chestnut Group in Nashville, a plein air painting organization which raises awareness and funds to protect endangered land in Tennessee.

Lauren's first love is painting outside, and often works from plein air sketches to produce larger pieces in the studio. She has painted throughout the southeast, and travels to Cape Cod every summer where she has participated in member shows at the Provincetown Art Association and Museum.

Lauren's work is in private collections throughout the Southeast, as well as New York, Washington, D.C., Chicago, Dallas, Philadelphia, Nantucket, Kennebunkport, and Provincetown. She resides in Nashville, Tennessee.

Donation of Artwork by Kevin Crumbo

<u>Titles</u>	<u>Dimensions</u>	<u>Year Completed</u>	<u>Price</u>
Bring the Outside In	5 X 9 feet	2016	10,000
Featured Forsythia	48 X 24 inches	2014	2,400
Due North	20 X 24 inches	2015	1,000
October Maples	24 X 36 inches	2015	1,300
Morning Has Broken	40 X 60 inches	2016	4,000
Changing Tides	30 X 30 inches	2015	1,400
Friday Night Lights	28 X 22 inches	2014	1,500
Fall at Radnor Lake	20 X 20 inches	2014	800
			<u>22,400</u>

Lauren Ossolinski

Born: 10.04.1968 in Washington, D.C.

Current Address:

**107 Blackburn Avenue
Nashville, Tennessee 37205**

Website:

www.laurenossolinski.com

Gallery representation:

www.nashville.artistcollectives.org

All artwork is existing.

All artwork is signed.

All artwork is in good condition.



Lauren Ossolinski
Bring the Outside In, 2016
Oil on canvas
5 x 9 feet

OSSOLINSKI





Lauren Ossolinski
Changing Tides, 2015
Oil on canvas
30 x 30 inches



Lauren Ossolinski
Featured Forsythia, 2014
Oil on canvas
48 x 24 inches



Lauren Ossolinski
Morning Has Broken, 2016

Oil on canvas
40 x 60 inches



Lauren Ossolinski
Due North, 2015

Oil on canvas
20 x 24 inches



Lauren Ossolinski
October Maples, 2015
Oil on canvas
24 x 36 inches



Lauren Ossolinski
Friday Night Lights, 2014

Oil on canvas
28 x 22 inches

Exhibit B

DEED OF GIFT

THIS DEED OF GIFT is made on March 3, 2022.

BETWEEN

Kevin Crumbo, (hereinafter referred to as the "Donor")

AND

Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Arts Commission (hereinafter referred to as the "Donee")

The **Donor** and **Donee** are hereinafter jointly referred to as the "**Parties.**"

WHEREAS:

- A. The Donor is the owner of the Gift particularly described in this **Deed of Gift**.
- B. The Donor desires to grant the Gift to the Donee.
- C. The Donee has accepted the Gift from the Donor.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. The Donor hereby irrevocably and unconditionally gives, transfers, and assigns to the Donee by way of gift, all right, title, and interests, to and associated with the objects described below:

- Lauren Ossolinski, *Bring the Outside In*, oil on canvas, 5' x 9'
- Lauren Ossolinski, *Featured Forsythia*, oil on canvas, 48" x 24"
- Lauren Ossolinski, *Due North*, oil on canvas, 20" x 24"
- Lauren Ossolinski, *October Maples*, oil on canvas, 24" x 36"
- Lauren Ossolinski, *Morning Has Broken*, oil on canvas, 40" x 60"
- Lauren Ossolinski, *Changing Tides*, oil on canvas, 30" x 30"
- Lauren Ossolinski, *Friday Night Lights*, oil on canvas, 28" x 22"
- Lauren Ossolinski, *Fall at Radnor Lake*, oil on canvas, 20" x 20"

2. The Donor affirms that he owns said objects and that he has good and complete right, title, and interests to give.

3. The Donor hereby agrees that the provisions of this **Deed of Gift** shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this **Deed of Gift** nor any of the rights and obligations of the Donor hereunder shall be assigned or transferred in whole or in part without the prior written consent of the Metropolitan Arts Commission. Any assignment or transfer shall not release the Donor from its obligations hereunder.

4. The Donor agrees that the terms of this **Deed of Gift** shall be governed by the laws of the State of Tennessee and any action between the Parties arising from this **Deed of Gift** shall be maintained in the courts of Davidson County, Tennessee.

METROPOLITAN ARTS COMMISSION

By: Jan R. Schmitt

Title: Chair, Metro Arts Commission

DONOR

By: [Signature]

Title: Donor



Exhibit C

The Metropolitan Government of Nashville and Davidson County Artwork Donation – Acknowledgement of Receipt

Donor: Kevin Crumbo

Artwork: Lauren Ossolinski, *Bring the Outside In*, oil on canvas, 5' x 9'
Lauren Ossolinski, *Featured Forsythia*, oil on canvas, 48" x 24"
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Lauren Ossolinski, *Fall at Radnor Lake*, oil on canvas, 20" x 20"

Date: March 4, 2022

Ian Myers

Ian Myers
Interim Director, Metro Nashville Arts Commission

3/4/2022

Date