

ART LOAN AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Art Loan Agreement is made and entered into by and between African Art Global, Inc. a Texas corporation, hereinafter referred to as “AAG”, and Harris County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as “County.” AAG and County may be referred to individually as “Party” and collectively as “Parties.”

Recitals:

The County and AAG previously entered into an agreement for the County to display artwork, including sculpture, (“Art”) at the Tom Bass Community Center and in Commissioner Precinct 1 offices. The Parties desire to continue and expand the relationship established by AAG and Commissioner Precinct 1 as part of a public art program that highlights the historical and cultural significance of African art.

AAG desires for County to display pieces of art owned by AAG, hereinafter collectively referred to as the “Art,” at County facilities and County desires to display the Art.

I.

AAG represents to County, understanding that County is relying on the representation, that AAG is the sole and legal owner and holder of the Art and that no other entity or person has any rights thereto. Between the parties, AAG will retain all ownership rights to the Art, and will not assign any of such rights without first notifying County, and County will not loan or sell the Art. If County learns that a third party is interested in displaying or borrowing the Art, County will inform AAG and permit AAG to collect the Art if AAG desires to negotiate the display of the Art by a third party.

II.

AAG loans to County the Art to be displayed at Commissioner Precinct 1 offices and other County locations for a period of four years beginning the first date after approval of this Agreement by both AAG and the Commissioners Court of County, unless sooner ended in accordance with the provisions hereof. Upon mutual agreement of the Parties, this Agreement may be renewed for one additional four year term.

III.

From time to time, the Parties may agree that additional pieces of art (“Additional Art”) will be displayed at County facilities. The Parties may, by email or other written communication, determine the Additional Art and its display location. AAG will inventory, securely pack, and deliver the Additional Art to County at offices as designated by the County. Unless otherwise stipulated between the Parties, AAG will inventory, pack, and deliver the Additional Art within 60 days of the Parties’ agreement.

IV.

The Art will remain at the County during the loan period, and County will give the Art the same care as it does comparable property of its own. County will take reasonable precautions to protect the Art from fire, theft, damage, water, mishandling, dirt, vermin, pests, and extreme changes in light and humidity while at the County; however, County will not be responsible in any way for the damage, destruction, or theft of the Art, either in whole or in part. If the Art is in immediate danger of being damaged by flooding, water, or fire, County may move the Art to a safe location. AAG agrees that County may store Art, including Additional Art, at its facilities pending display at a designated location subject to the terms of this Section.

V.

AAG will maintain, repair, and insure the Art during the term of this Agreement.

VI.

County may photograph the Art for educational and publicity purposes, including, but not limited to, County’s website, and the Art may be photographed by the general public without touching.

VII.

Prior to the execution of this Agreement, AAG has been advised by County, and AAG clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County has certified no funds for its performance of this Agreement and contemplates performing its obligations hereunder out of its current budget, and all obligations for which current revenue is not available will be contingent on County’s appropriating funding for them in the future.

VIII.

Neither party will take any action or recourse against the other party for any default in the performance of obligations, or any breach of this Agreement, until 30 days after giving the other party written notice setting out in detail the type and nature of the default or breach, and the failure of the other party to cure such default or breach within such 30-day period.

IX.

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement, without cause, upon giving the other party at least 30 days' prior written notice of its intent to terminate.

X.

Within 60 days of the expiration or termination of this Agreement, AAG will securely pack and remove the Art from the County's premises.

XI.

Any notice required or permitted to be given by AAG by County hereunder may be given by certified mail, return receipt requested, addressed to African Art Global, Inc., Attention: Sam Njunuri, 5373 West Alabama, Suite 500, Houston, Texas 77056. Any notice required or permitted to be given to County by AAG hereunder may be given by certified mail, return receipt requested, addressed to Harris County, Attention: Commissioner Precinct 1, Harris County Administration Building, 1001 Preston, 9th Floor, Houston, Texas 77002. Notices shall be considered given and completed upon deposit in the United States mail as aforesaid. Either party may change its address pursuant to this article upon written notice to the other party.

XII.

The waiver by either party of the default, breach, or violation of any provision of this Agreement shall not operate as, or be construed to be, a continuing waiver of such default or breach nor as a waiver or permission, express or implied, or any other or subsequent default or breach.

XIII.

This Agreement shall be construed and governed according to the laws of the State of Texas, and venue shall be in Harris County, Texas.

XIV.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable provision had not been part of this Agreement.

XV.

This Agreement constitutes the entire agreement between the parties hereto and no prior or contemporaneous oral or written promises or representations shall be binding. This Agreement

shall not be amended, changed, or extended except by written instrument signed by both parties hereto.

EXECUTED in triplicate originals.

AFRICAN ART GLOBAL, INC.

By: _____

SAM NJUNURI

Printed Title: _____

Date Signed: _____

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

HARRIS COUNTY

By: _____

AMY SAMPLES

Assistant County Attorney

By: _____

LINA HIDALGO

County Judge

C.A. File No. 20GEN0210