

AGREEMENT FOR TEMPORARY DISPLAY OF ARTWORK

THIS AGREEMENT (“Agreement”) is made this ___ day of _____, 2026, between the City of Pinellas Park, Florida, a municipal corporation existing by and under the laws of the State of Florida, (“City”) and Donald Gialanella (“the Artist”), with regard to the following matters.

WHEREAS, the City desires to foster and promote arts and culture in order to enhance the quality of life of its residents; and

WHEREAS, the City seeks to support the work of local artists as small businesses who contribute to the economic well-being of the community; and

WHEREAS, the Sprowls Horizon Sports Park is anticipated to serve as a significant community hub, providing high-quality athletic fields and amenities that enhance community health, expand youth sports opportunities, and improve overall quality of life.

NOW, THEREFORE, the City and Artist covenant and agree as follows:

1. TEMPORARY INSTALLATION OF ARTWORK: The Artist work entitled “Celestial Fish”, described in Exhibit A attached hereto and incorporated herein the “Artwork”, shall be installed by the Artist and City or its designee at the Sprowls Horizon Sports Park, 4015 62nd Avenue North (the "Approved Location"), at a location determined in the sole discretion of the City.

2. TERMS AND CONDITIONS: In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

A. Term. The Artist agrees to loan Artwork to the City for the Term of this Agreement. Said Term shall begin upon signing of this agreement and will terminate following a loan period of twelve (12) months unless extended by written mutual agreement.

B. Obligations.

1. Artist and City Obligations.

a. Transportation and Delivery. The City is responsible for the packaging, loading, transportation and delivery of the Artwork to and from the Approved Location at the City’s expense, and at no cost to the Artist. The Artist shall work with the City to establish the date of delivery, with delivery to occur within fifteen (15) days after this document is signed.

b. Installation and Removal. The City is responsible for overseeing the installation and removal of the Artwork. The Artist will coordinate with the City or its designee to meet the conditions and dates outlined in the Agreement. The Artist shall coordinate with the City as required in determining the anchoring and attachment systems for the installation of the Artwork. The Artwork shall be provided by the Artist in a manner that, to the extent reasonable, makes the Artwork vandal and theft proof, and that can withstand the effects of weather, and requires minimal or no repair and maintenance, as the Artwork will be placed in a high traffic area and will be accessible to the public. The Artist shall complete all work hereunder in conformity with Exhibit A and the requirements of this Agreement.

- c. Payment. No compensation shall be due or payable by the City to the Artist for the loan of the Artwork. The Artist agrees to loan the Artwork to the City at no cost for the full twelve (12) month term of this Agreement.
- d. Base and Plaque. The City or its designee shall provide a solid base on which to install the Artwork. The City shall provide and install a plaque for the Artwork.

3. WARRANTIES.

A. Warranties of Title. The Artist represents and warrants to the City that:

1. The Artwork is solely the result of the artistic effort of the Artist;
2. Except as otherwise disclosed in writing to the City prior to the time of execution hereof, the Artwork is unique and original or a limited edition, and does not infringe upon any copyright;
3. That neither the Artwork delivered hereunder, nor a duplicate thereof, has been accepted for sale elsewhere; and
4. The Artwork is free and clear of any liens or claims from any source whatsoever.

B. Warranties of Quality and Condition. The Artist represents and warrants to the City that:

1. The Artwork provided will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Artwork; and
2. Reasonable maintenance of the Artwork will not require procedures in excess of those described in the maintenance recommendations, if any, to be submitted by the Artist to the City.

C. Ownership and Reproduction Rights.

1. Title. Title to the Artwork shall remain with the Artist. Risk of damage or loss to the sculpture shall remain with the Artist during transport and delivery of the Artwork to the City until final receipt and acceptance of the artwork by the City, in writing. The Artist retains Copyright in and to the work under the Copyright Act of 1976, 17 U.S.C., Section 101, et. Seq.
2. Images. The Artist agrees that photographs of the Artwork may be used for marketing and promotional purposes by the City of Pinellas Park.

4. INSURANCE. The City shall insure the Artwork through a separate insurance policy or self-insurance in the amount determined by the City.

5. INSTALLATION DATE. The Artist shall provide the Artwork to the City in a condition ready for installation prior to fifteen (15) days after the signing of this agreement, unless such date is extended in writing by the City.

6. REMOVAL, RELOCATION, SALE, DONATION OR DESTRUCTION. Nothing in this Agreement shall preclude any right of the City, in its sole discretion to remove the Artwork from public display and return it to the Artist, or to move or relocate the Artwork to another location selected solely by the City for public display.

7. NOTICES. Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals, or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below; upon the expiration of five (5) business days

following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the recipient at the address provided below; or upon the date delivered by overnight courier (signature required) to the authorized representative of the recipient at the address provided below.

CITY OF PINELLAS PARK:
Heidi Hugh
Leisure Services Administrator
City of Pinellas Park
6250 82nd Ave N.
Pinellas Park, FL 33781

ARTIST:
Donald Gialanella
1344 20th Street N.
St. Petersburg, FL 33713

8. INDEMNIFICATION.

- A. Artist is responsible for damage to persons or property due to the Artist’s fault or negligence. Artist agrees to defend, indemnify, and hold harmless the City and its agents and employees from losses, claims, and liability, including costs and attorney's fees, arising from Artist's acts or omissions related to the Agreement.
- B. This Agreement does not waive the City’s sovereign immunity under § 768.28, Florida Statutes.

9. ASSIGNMENT: The Artist shall not assign this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this Paragraph 9 shall be void and shall confer no rights upon the assignee.

10. DUE AUTHORITY: Each party to this Agreement represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity under the laws of the State of Florida, and (ii) all appropriate action has been taken so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

11. ENTIRE AGREEMENT AND MODIFICATION: This Agreement constitutes the entire agreement between the parties pertaining to the subject matter covered herein. No change to this Agreement will be valid unless made by a written amendment executed by the parties.

12. SEVERABILITY: Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

13. SURVIVAL: All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

ATTEST:

CITY OF PINELLAS PARK, FLORIDA

Jennifer Carfagno, MMC
City Clerk

By: _____
Sandra L. Bradbury
Mayor

Approved as to Form and Correctness:

ARTIST:

Erica Augello, City Attorney

By: _____
Donald Gialanella

Exhibit A

Celestial Fish - Art Appraisal



Appraised On: 12/17/2025

Market Value: \$ 40,000.00 (Based on artist's recent sales)

Replacement Value: \$ 50,000.00

COMMENTS:

Made up of over 500 pounds of welded automobile transmission parts, Celestial Fish stands elegantly on three fins. The swirling patterns in the head, fins and tail were done by hand with

an angle grinder. The eyes are a carefully selected assemblage of transmission gears. The tail fin is swept to one side as if captured in a swimming motion.

The circular spots on the sides are made from an eclectic combination of gears, pulleys, rings, and car parts. These cosmic spots represent the planets of our solar system. If you look closely you can find ones that resemble Saturn, Mars, Earth, and the largest one, the Sun.

With the sunlight shining through the sculpture from behind, the field of small perforations that make up the body of the fish are illuminated and twinkle like stars. These astronomical images of the planets and stars were the inspiration for the name Celestial Fish.

Title: Celestial Fish

Date of creation: 2016

Condition: Very good, recently refinished.

Artist: Donald Gialanella

Material: Steel, found objects

Dimensions (HxWxD): 9.5' x 10' x 5.5'

Inscription: Signed - Gialanella 2016

Current Fair Market Value is the price agreed on between a willing buyer and seller, neither being required to act, and both having reasonable knowledge of the facts.

Replacement Value is the price in terms of money that would be required to replace the property in question with another of similar age, quality, origin, appearance, provenance and condition, within a reasonable length of time in an appropriate market.