

AGREEMENT

GULF COAST ARTS ALLIANCE, INC.

AND

THE CITY OF GULF SHORES

2026 SEASON

This AGREEMENT ("Agreement") is dated and effective as of the _____ (____) day of _____, 2026 ("Effective Date"), by and between the GULF COAST ARTS ALLIANCE, INC., an Alabama mutual benefit nonprofit corporation ("GCAA"), and the CITY OF GULF SHORES ("CITY"), in Gulf Shores, Alabama. Unless otherwise terminated in accordance with the terms herein, this Agreement will terminate on December 31, 2026. GCAA and CITY may be referred to individually as a "party" and collectively as the "parties."

INTRODUCTION AND PURPOSE

The City of Gulf Shores and the Gulf Coast Arts Alliance share an interest in promoting art education, community involvement, and economic growth through dynamic art programs for all ages, enhancing quality of life and creating a sense of place in Gulf Shores.

This Agreement identifies specific locations for supporting these activities, outlines the responsibilities and conditions under which GCAA volunteers will provide services to the City, and delineates the City's responsibilities with respect to activities located at City-operated properties.

SCOPE OF THE AGREEMENT

Properties Covered

This Agreement applies to activities located on private, State, or City properties.

Ownership of Improvements

All improvements constructed on City-owned land shall remain the property of the City. All materials, records, data, and information acquired or developed under this Agreement shall remain the property of the originating party unless otherwise mutually agreed in writing.

GCAA Volunteers

Volunteers assigned under this Agreement are GCAA volunteers and are covered by GCAA policies and procedures. Volunteers are not employees of the City. Volunteers must submit background checks as required by the City and will receive directions enabling them to represent the relationship between GCAA and the City. The City reserves the right to approve or disapprove of any volunteer offered by GCAA.

Event and Festival Vendor Business License Requirement

All vendors at GCAA events or festivals are required to obtain a Special Event License pursuant to the City of Gulf Shores Code of Ordinances §8-35, Schedule G, or they may elect to apply for an annual Business License. Additional inspections, permits, or licenses may be required for Food Vendors. Vendors must report and remit all applicable sales taxes to the City, County, and State. All vendors must submit their City of Gulf Shores taxes to the Revenue Department on the last day of the event. GCAA is responsible for ensuring vendors comply with these requirements; otherwise, vendors will not be able to participate in current or future events unless all past-due liabilities owed to the City for taxes, fees, interest, and penalties are paid in full.

Process for Amendments

Either party may request an amendment to this Agreement at any time. Amendments must be in writing and signed by both parties.

GCAA RESPONSIBILITIES

During the term of this Agreement, GCAA shall:

1. Provide technical support to the City in advancing public visual and performing arts consistent with both organizations' mission statements and the City's Vision.
 - o Identify a designated GCAA representative and submit their name to the City Programs & Events Manager.
2. Provide and supervise revolving visual and performing art exhibits at City Hall.
 - o Submit a display schedule for approval seasonally.
 - o Coordinate exhibit locations and durations with the City Programs & Events Manager.
 - o Provide official inventory statements for all received and returned exhibits.
3. Organize and produce two (2) Art Markets.
 - o Coordinate schedules with the City.
 - o Identify locations.

- Coordinate and produce events.
- 4. Provide vendor lists and remit taxes.
 - Submit vendor lists to the City Revenue Department ten (10) days before each event. A final list must be submitted no later than three (3) days before the event. Any changes to the list must be submitted to the Revenue Department.
 - All food vendors, including food trucks, must comply with the Health Department and Fire inspections. Participation in the event is contingent upon Fire inspections. All inspections must be completed 72 hours before the event. Planning, Revenue, and Fire departments can make an exception to the timeline upon reasonable discretion.
 - GCAA must remit all sales taxes due from its vendors to the City on the first business day following the event.
- 5. GCAA must have a valid City of Gulf Shores business license.

ADDITIONAL IN-KIND BENEFITS PROVIDED BY GCAA

1. Community Art Workshops
GCAA will provide a minimum of four (4) free community art workshops annually at locations to be mutually agreed upon, focusing on youth, seniors, and underserved populations. GCAA will provide instruction, materials, and volunteer support; the City will help market workshops.
2. Public Art Maintenance Support
GCAA will assist City staff by providing volunteer labor for light maintenance of existing public art installations, including cleaning, minor touch-ups, and seasonal refreshes, subject to City approval and supervision.
3. Artist Demonstrations at City Events
GCAA will coordinate live artist demonstrations at a minimum of three (3) City events annually to enhance cultural engagement.
4. Beautification and Placemaking Contributions
GCAA will organize and collaborate with local businesses on temporary or seasonal art installations such as painted planters, seasonal window displays, temporary sculptures, and community-created murals.
5. Volunteer Support for City Cultural Programs
GCAA will provide volunteer staffing for City cultural programs when mutually agreed upon, including event check-in, hospitality, information booths, and art activity stations.
6. Marketing and Cross-Promotion
GCAA will promote City cultural events, programs, and initiatives through its communication channels, including newsletters, social media, and gallery postings.
7. Artist Network Access
GCAA will provide the City with access to its artist network for City-led public art projects, calls for artists, or cultural initiatives.

CITY RESPONSIBILITIES

During the term of this Agreement, the City shall:

1. Provide twelve thousand dollars (\$12,000.00) for GCAA services.
2. Provide facilities and venues for all agreed exhibits and activities at no charge.
3. Provide digital and social media outlets, advertising, and marketing assistance for activities covered by this Agreement.
4. Recognize GCAA's contributions to the advancement of Gulf Coast arts in appropriate media, coordinated through City management.
5. Authorize GCAA to have informational displays at each City event associated with this Agreement, as approved and coordinated with the City.

OTHER TERMS

Hold Harmless

Each party shall be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party. Each party assumes all risk and liability for injury or damage resulting from its own operations or those of its agents or employees.

Term and Termination

Either party may terminate this Agreement with or without cause upon thirty (30) days' written notice. If terminated before December 31, 2026, GCAA will refund a prorated portion of the \$12,000 payment based on the number of months and days remaining in the term.

Governing Law

The laws of the State of Alabama shall govern this Agreement.

CONTACTS

GCAA Contact
Maria Bastin, Chairman
PO Box 4153
Gulf Shores, AL 36547
Office: 251.948.2627
Cell: 251.269.4445
gulfcoastartsalliance@gmail.com

City Contact
Grant Brown, Director
PO Box 299
Gulf Shores, AL 36542
Office: 251.968.1848
Cell: 251.747.2296
gbrown@gulfshoresal.gov

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2026.

City of Gulf Shores

PO Box 299
1905 West 1st Street
Gulf Shores, AL 36542

By: _____
Its Mayor

Attest: _____
City Clerk

Gulf Coast Arts Alliance
225 East 24th Avenue
Gulf Shores, AL 36547

By: _____
Title: Phil Anderton, Gallery Chairman

By: _____
Title: Maria Bastin, Chairman