

ART DONATION FOR DISPLAY IN PUBLIC PLACE ACCEPTANCE AGREEMENT

This agreement is entered into this _____, 2025 by and between **Marion County**, a political subdivision of the State of Florida, (hereinafter the "County"), and **Lilly Baron**(hereinafter the "Donor").

RECITALS

Whereas, the County has determined that art in County-owned public places provides an aesthetic enhancement to the quality of the public place to the beneficial enjoyment of the community; and

Whereas, the Donor has submitted a proposal to donate to the County the following particular piece of art, a statue of Molly (hereafter, "Artwork") by the artist Nilda Maria Comas, with overall dimensions of approx. 15" height x 40" length x 26 ½" depth; displayed on a granite base 33 1/2 in. high, Signed: Molly's paw print in the ceramic base; as per the Appraisal Report of October 18, 2023.

Whereas, the County has approved the donation of the Donor's Artwork as depicted in the Compound Exhibit A photos to this Agreement and has accepted the donation based on the conditions set forth in this Agreement.

NOW, THEREFORE, the County and the Donor agree as follows:

1. **Donation and Acceptance.** Donor hereby conveys by donation the Artwork, and its legal title, to the County, and the County hereby accepts the donation of the Artwork under the terms, qualifications and conditions as set forth in this Agreement. Donor certifies that the Artwork is a unique work of art created by the Artist Nilda Maria Comas and is not subject to third party claims of royalties, or copyright or trademark infringement. Donor intends by this donation to relinquish all legal claim of right to title, royalties, copyright or trademark of the Artwork.
2. **Removal or Relocation.** County retains the right to relocate or permanently remove the Artwork from public display for any reason, in the sole discretion of the County, including, but not limited to hazards to public health, safety or welfare; or the need to access, repair and maintain public facilities. In the event of a permanent removal of the Artwork from public display, Donor shall have a right of retrieval and return, to be exercised by Donor within 14 days of receiving written notice from County to remove the Artwork at Donor's expense.
3. **Installation Requirements.**
 - a. County shall be solely responsible for all labor and materials costs associated with transporting and installing the Artwork.
 - b. County shall coordinate with Donor regarding the pick-up of the Artwork from the Chi Institute upon completion of the Animal Shelter's construction.
 - c. County shall take reasonable and appropriate steps to preserve and protect the Artwork. However,

as with any public display, the County does not warrant or guarantee the safety or condition of the Artwork. The Artwork will be covered generally under the County's current existing insurance program.

4. **Labeling**: The Artwork, while on display by County, shall be labeled to contain the appropriate donor / artist information, as will any publication referencing the Artwork.

5. **Publicity**: Unless otherwise noted, photographs or other reproductions of the Artwork will be used by the County for education or publicity purposes.

6. **Sovereign Immunity**. Nothing in this Agreement shall be deemed to waive the sovereign immunity protections provided County pursuant to Florida law. Notwithstanding anything to the contrary set forth in the Agreement, County's obligation to indemnify Donor, if any, for any reason or purpose, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2023). All liability of County shall be limited to the limits set forth therein, whether sounding in contract, tort, or otherwise. This Section shall survive the termination of the Agreement.

7. **Mutual Indemnification**. Notwithstanding anything to the contrary set forth in the Agreement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of the Agreement, including attorney's fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2023) with respect to actions in tort, contract, or otherwise. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require County to indemnify or insure Donor for Donor's negligence.

8. **Rights of Third Parties**. Nothing in the Agreement, whether express or implied, is intended to confer any rights or remedies under or because of the Agreement on any persons other than the Parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in the Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party to the Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to the Agreement.

9. **Applicable Law/Jurisdiction/Venue**. The Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of the Agreement, shall be in the State or Federal courts of Marion County, Florida.

10. **Waiver of Jury Trial**. EACH PARTY HEREBY AGREES THAT IN ANY LITIGATION OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF THE AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE HAD BY A COURT OF COMPETENT JURISDICTION AND NOT

TO A JURY. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS WAIVER.

11. **Notice.** Notice when required herein, shall be deemed properly given and complete when provided by personal delivery, or upon five (5) days after mailing U.S. first class mail, postage prepaid to the following addresses, or to any other updated address which may have been provided in writing from one party to the other:

If to Donor:

Ms. Lilly Baron
P.O. Box 413
Ocala, FL 34478

If to County:

Amanda Tart
Assistant County Administrator
601 S.E. 25th Ave.
Ocala, FL 34471
(352) 438-2300
Amanda.Tart@marionfl.org


Each party shall ensure that the other party is properly notified in writing of any revisions or updates to these addresses.

Remainder of page intentionally left blank. Signature page follows.

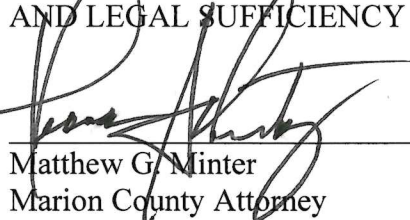
In Witness Whereof, the Parties have entered this Agreement on the date of the signature below.

COUNTY


MARION COUNTY, a political subdivision
of the State of Florida

By: 
Printed Name: Mounir Bouyounes
Title: County Administrator
Date: 8-8-25

FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

 8/7/25
For: Matthew G. Minter Date
Marion County Attorney

DONOR

By: 
Printed Name: Lilly Baron
Date: 8-7-25

COMPOUND EXHIBIT A





AMBASSADOR MOLLY of Molly's Law

Scan the code below



Molly's Law, the animal abuser registry, is designed to keep animal abusers away from innocent animal victims.

Nilda Comas, Master Sculptor
Carrara Marble from Michelangelo's Cave 2023
Sponsored by: The SPCA of Ocala