

30670 Agreement

Accession Number

Transferor Name: **Long Beach Museum of Art (Museum)** Telephone Number (562) 439-2119
Name of Contact: Harold B. Nelson, Director
Street Address: 2300 East Ocean Boulevard
City/State/Zip: Long Beach, California 90803
I/we wish the credit line to read as follows:
**Long Beach Museum of Art Video Archive, Research Library at the Getty Research Institute
Transferred by the Long Beach Museum of Art Foundation and the City of Long Beach, 2005**

Transferor Name: **City of Long Beach (City)** Telephone Number (562) 570-6916
Name of Contact: Gerald R. Miller, City Manager
Street Address: 333 West Ocean Boulevard, 13th Floor
City/State/Zip: Long Beach, CA 90802
I/we wish the credit line to read as follows:
**Long Beach Museum of Art Video Archive, Research Library at the Getty Research Institute
Transferred by the Long Beach Museum of Art Foundation and the City of Long Beach, 2005**

Transferor Information The undersigned Transferors, in consideration of Transferors' desire to benefit the J. Paul Getty Trust (the "Trust") and of the Trust's acceptance of Transferor's transfer of the Property (subject to the terms set out below), do hereby irrevocably and unconditionally transfer, assign, convey and deliver, together with all copyright, trademark and related interests of Transferors therein, and all goodwill associated therewith, to the Trust, to become its property, the following (the "Property"):

The complete Long Beach Museum of Art Video Archive as of August 2005 as well as documentation of the archive, video exhibitions, and programs held at the Long Beach Museum of Art. A complete inventory will be prepared by the Trust after delivery of the archive to the Trust, and a copy will be given to the Long Beach Museum of Art and to the City of Long Beach. The inventory shall also be attached by the Trust to this Agreement as Exhibit "A."

The Property has been delivered to the Trust on (date) March 31, 2006

[Signature] _____ 1/5/2006
Signature of Transferor or Transferor's Authorized Representative Date

[Signature] _____ 1/5/2006
Signature of Witness Date

[Signature] _____ 12-19-05
Signature of Transferor or Transferor's Authorized Representative Date

Deborah Marrow _____ 4/28/06
Trust Representative's Signature Title Date

The Trust has accepted the Property listed above, subject to the following terms:

1. By execution of this Agreement, Transferors expressly represent and warrant to the Trust that they are the sole lawful owners of title of the Property or that Transferors are fully authorized by such owners to enter into this Agreement. Transferors further represent that the Property is free and clear from any and all encumbrances, that there has been no prior pledge, option or gift of any part thereof granted to any person, that Transferors have the right to give or sell the Property, and that Transferors will warrant and defend the title thereto against lawful claims and demands of all persons.
2. Transferors shall deliver the Property to the Trust at a mutually agreed place and time. Transferors acknowledge that, upon transfer, the Property irrevocably becomes the property of the Trust. The Trust may display, perform, store, maintain and dispose of the Property without restriction (subject to Section 8, below). The Trust has not promised and is in no way obligated to exhibit or perform the Property. As consideration for the transfer of the Property, the Trust shall provide to Transferors the following consideration subject to available resources, applicable law, including

without limitation copyright law, and the acquisition of the necessary rights, if any, all as determined by the Trust:

- a. Transportation, inventory, cataloging and conservation of the Property. The Trust shall provide Transferors with a complete inventory of the Property. The Trust shall also attach the inventory to this Agreement as Exhibit "A";
- b. A digital copy of any video that the Trust reformats from the material described above and defined as Property. The Trust shall not be required to provide a digital copy of the records and documents that pertain to the video material and which are also included in the definition of Property. The Trust is not required to obtain any rights for the exhibition, performance, reproduction or distribution of the Property. Any use of the digital copies of the Property provided by the Trust to the Transferors shall be undertaken at the sole cost, expense and liability of Transferors. Transferors shall indemnify and hold harmless the Trust from any and all claims relating to such use(s) by Transferors;
- c. An equal share in any profits generated by the Trust as a result of the Commercial Use of the Property. The Trust shall notify Transferors of such Commercial Use activities and shall account for profits at reasonable intervals. The Trust shall account for profits at least once per year. The Trust shall have no obligation to exploit the Property for any Commercial Use. Commercial Use shall mean any activity from which the revenues generated exceed the expenditures of the activity and the costs incurred by the Trust of maintaining the Property. Use of the Property in mission-related, non-profit activities that result in a profit shall not be considered a Commercial Use.

3. The Trust shall consult with and provide the opportunity for review and comment to Transferors prior to the issuance of the first press release regarding the transfer of the Property. Thereafter the Trust shall not be required to seek Transferors' input on any subsequent press release although nothing contained herein shall preclude the Trust from doing so.

4. Transferors represent and warrant that no customs laws, tax laws, laws of inheritance, or other laws or regulations applicable to the Property, its export or import, have been broken.

5. Transferors represent and warrant that to the best of their knowledge there are no claims, judgments, liens or other encumbrances of any kind whatsoever against the Property, any portion of the Property, or title to it.

6. Transferors will defend, indemnify and hold the Trust harmless from claims or allegations arising from or relating to conduct that would be a breach of Transferor's warranties or representations herein, including, without limitation, any use by Transferors or a third party who obtained the Property

from Transferors, directly or indirectly, of the copies of the Property provided to Transferors by the Trust in accordance with Section 2(b), above.

7. The Trust will include the following credit in connection with the Property: "Long Beach Museum of Art Video Archive, Research Library at the Getty Research Institute. Transferred by the Long Beach Museum of Art Foundation and the City of Long Beach, 2005." Transferors shall not use the names "The J. Paul Getty Trust" or "Getty" (alone or as part of another name), or the names of Trust employees, trustees, or agents, for any purpose, including, but not limited to, advertising and marketing, except with advance written permission from the Trust. Transferors consent to the use of their names by the Trust in connection with the Trust's use or promotion of the Property, or any portion thereof.

8. The Trust agrees that if, in its sole and absolute discretion, it decides to deaccession any or all of the Property, it will first offer the Property to City at no cost to City. City shall have sixty (60) days to either accept the transfer of the Property or decline the transfer. If City does not accept the transfer of the Property, then the Trust shall offer the Property to Museum, at no cost to Museum. Museum shall have sixty (60) days to either accept the transfer of the Property or decline the transfer. If Museum does not accept the transfer of the Property, the Trust shall be free to dispose of the Property, in whole or in part, without any further restrictions, obligations or considerations to either the City or the Museum. .

9. This Agreement is governed by the law of the State of California. All litigation arising from or relating to this Agreement will be prosecuted in any court of competent subject matter jurisdiction in Los Angeles, California, and Transferors consent to the jurisdiction of such courts.

APPROVED AS TO FORM

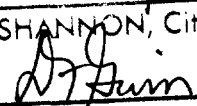
12/15, 20 05
ROBERT E SHANNON, City Attorney
BY 
SENIOR DEPUTY CITY ATTORNEY

EXHIBIT A

Long Beach Museum of Art Video Archive
Accession 2006.M.7

Box numbers & contents

- 1-57: Masters, alpha by artist
- 58-91: Exhibitions, chronological
- 92-109: Woman's Building
- 110-114: ½ in. reel-to-reel (transferred to VHS)
- 115-123: VHS Dubs
- 124: Events at LBMA
- 125-127: Cable series
- 128-131: Open channels
- 132-134: Video Access Program & Shared Realities
- 135-139: Viewpoints on Video
- 140: Misc.
- 141-143: Complementary videos
- 144-152: Unfiled
- 153-164: Music by artist, then compilations
- 165-182: Misc.
- 183-184: Music by artist
- 185-188: Misc. work tapes
- 189-194: Misc.
- 195-196: Misc. unfiled permanent collection
- 197: Long Beach local events
- 198: Museum events, workshops
- 199-203: Artist profiles
- 204: Long Beach local events
- 205: Misc.
- 206-222: Work tapes
- 223-228: VIDKIDCO
- 229: Misc.
- 230, 232: Mary Shelly's daughters (exhibition)
- 233-235, 237-239: Misc.
- 240: Foreign
- 241-243: Misc.

- 231: Not A/V (awards)
- 236: Not A/V (exhibition material)

Long Beach Video Archive Inventory
 Getty Research Library, Special Collections, Accession 2006.M.7

Box	3/4 in. U Matic	VHS	Beta SP	1/2 in. open reel	1 in. open reel	Hi8	Audio cassette	CD	Beta Max	Digi Beta	Other	TOTAL
T29	18											18
T30	16		2									18
T31	21											21
T32	17		1									18
T33	15		3									18
T34	17		1									18
T35	14		5									19
T36	20											20
T37	20											20
T38	20											20
T39	18											18
T40	18		2									20
T41	19		1									20
T42	20											20
T43	19		2									21
T44	20											20
T45	19		2									21
T46	18	1	1									20
T47	19		1									20
T48	20											20
T49	12	1	4									17
T50	19		1									20
T51	19		1									20
T52	20											20
T53	20											20
T54	20											20
T55	20											20
T56	20											20

Specify others:

Long Beach Video Archive Inventory
 Getty Research Library, Special Collections, Accession 2006.M.7

Box	3/4 in. U-Matic	VHS	Beta SP	1/2 in. open reel	1 in. open reel	Hi8	Audio cassette	CD	Beta Max	Digi Beta	Other	TOTAL	Specify others:
T57	10	1										11	
T58	20											20	
T59	20											20	
T60	19											19	
T61	19											19	
T62	20											20	
T63	10											10	
T64	20											20	
T65	20											20	
T66	17											17	
T67	9	8			2							19	
T68	4											4	
T69	20											20	
T70	18											18	
T71	19	3										22	
T72	21	1										22	
T73	6	3										9	
T74	10											10	
T75	8											8	
T76	11											11	
T77	13											13	
T78	9											9	
T79	17	1										18	
T80	13											13	
T81	12	1										13	
T82	20											20	
T83	14	1										15	
T84	10											10	

Long Beach Video Archive Inventory
 Getty Research Library, Special Collections, Accession 2006.M.7

Box	3/4 in. U-Matic	VHS	Beta SP	1/2 in. open reel	1 in. open reel	Hi8	Audio cassette	CD	Beta Max	Digi Beta	Other	TOTAL
T85	22											22
T86	12											12
T87		21										21
T88	11											11
T89	14		1									15
T90	4		7									11
T91	1	1	13							1		16
T92	18											18
T93	20											20
T94	18											18
T95	21											21
T96	18	3										21
T97	18											18
T98	18											18
T99	19											19
T100	17	2	1									20
T101	4	9	7						1			21
T102	3			7							23	33
T103	19											19
T104	19											19
T105	5			19								24
T106				33								33
T107				7	1						2	10
T108				25								25
T109			15									15
T110				29								29
T111				27								27
T112	1	1		27								29

Specify others:

T102: 1/4" open reel audiotape & 1 VHSC

T107: 2 in. open reel

Long Beach Video Archive Inventory
 Getty Research Library, Special Collections, Accession 2006.M.7

Box	3/4 in. U Matic	VHS	Beta SP	1/2 in. open reel	1 in. open reel	Hi8	Audio cassette	CD	Beta Max	Digi Beta	Other	TOTAL
T113		5		24								29
T114		6		24								30
T115		39										39
T116		42										42
T117		45										45
T118		44										44
T119		42										42
T120	1	42										43
T121		43										43
T122		43										43
T123		42										42
T124		16	23									39
T125	20											20
T126	14	5		3								22
T127	12											12
T128	20											20
T129	20											20
T130	9		2									11
T131	12											12
T132	8		3									11
T133	20											20
T134	10											10
T135	18											18
T136	20	1										21
T137	20											20
T138	20											20
T139	3											3
T140		31	21			2	3					57

Specify others:

Long Beach Video Archive Inventory
 Getty Research Library, Special Collections, Accession 2006.M.7

Box	3/4 in. U Matic	VHS	Beta SP	1/2 in. open reel	1 in. open reel	Hi8	Audio cassette	CD	Beta Max	Digi Beta	Other	TOTAL
T141	20											20
T142	19	1										20
T143	18											18
T144	8	16										24
T145	18	2	1									21
T146	17	3										20
T147	16	6										22
T148	25		15									40
T149	13		5									18
T150	8	6	10									24
T151	12		7									19
T152	6	20	2								1	29
T153	1	1	14	9		2						27
T154	17	1										18
T155	17					2	6					25
T156	18											18
T157	13	2	3									18
T158	19	1										20
T159	20											20
T160	22											22
T161	22											22
T162	20											20
T163	19	3										22
T164	19											19
T165	14											14
T166			39									39
T167	4		17		1							22
T168				11	6							17

Specify others:

3/4 or 1 in. loop cartridge

Long Beach Video Archive Inventory
 Getty Research Library, Special Collections, Accession 2006.M.7

Box	3/4 in. U-Matic	VHS	Beta SP	1/2 in. open reel	1 in. open reel	Hi8	Audio cassette	CD	Beta Max	Digi Beta	Other	TOTAL
T169	1	1		4								6
T170					5							5
T171					8							8
T172					4							4
T173	13	9										22
T174	17	3	1									21
T175	18	2										20
T176	20											20
T177	19		1									20
T178					6							6
T179					9							9
T180					8							8
T181	9	19										28
T182	5	12	4									21
T183	19	4										23
T184	20	2										22
T185	20		2									22
T186	22											22
T187	22											22
T188	18		11									29
T189	2	37	7									46
T190	16	1	3			1	1				4	26
T191	13	3	2									18
T192		32										32
T193	21	1										22
T194	20											20
T195	20											20
T196	20											20

Specify others:

VHSC

Long Beach Video Archive Inventory
 Getty Research Library, Special Collections, Accession 2006.M.7

Box	3/4 in. U-Matic	VHS	Beta SP	1/2 in. open reel	1 in. open reel	Hi8	Audio cassette	CD	Beta Max	Digi Beta	Other	TOTAL	Specify others:
T197	20											20	
T198	19											19	
T199	19											19	
T200	20											20	
T201	19	1	1									21	
T202	19	2										21	
T203	20											20	
T204	20											20	
T205	18											18	
T206	12	13	4									29	
T207	15	2	9									26	
T208	19	1										20	
T209	20	1										21	
T210					8							8	
T211					8							8	
T212					7							7	
T213					7							7	
T214					7							7	
T215					7							7	
T216					7							7	
T217					6							6	
T218					3							3	
T219					4							4	
T220					8							8	
T221					8							8	
T222					4							4	
T223	9	14										23	
T224	19	3										22	

Long Beach Video Archive Inventory
 Getty Research Library, Special Collections, Accession 2006.M.7

Box	3/4 in. U-Matic	VHS	Beta SP	1/2 in. open reel	1 in. open reel	Hi8	Audio cassette	CD	Beta Max	Digi Beta	Other	TOTAL
T225	15	8										23
T226	17	2										19
T227	7	16										23
T228	9	19						2				30
T229		29	6									35
T230			10									10
T231	Not AV											0
T232			8									8
T233	6	12	6									24
T234		33										33
T235	1	38		1				1				41
T236	Not AV											0
T237	11	9							1			21
T238	3	7	3		1	16	3					33
T239	2	37						1				40
T240	7	19					2					28
T241	14											14
T242		14									1	15
T243	17											17
TOTAL	3069	975	345	250	135	23	15	4	2	1	32	4851

Specify others:

CD-Rom

Double
 Check: 4851