

Artwork Purchase Contract
Original Sculpture, "Directions"

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and Paul Bobrowitz, N93W29174 Woodchuck Way, Colgate, Wisconsin 53017-9635, referred to herein as the Artist. Together, the City and Artist are referred to as the Parties.

Recitals

The City wishes to purchase and place a sculpture at City Hall, and has selected a sculpture created by the Artist titled "Directions," referred to herein as the Sculpture.

The Artist is willing to sell the Sculpture to the City, and to deliver and install it at City Hall.

Now, therefore, the City and the Artist agree and contract as follows:

1. **Purchase.** The City shall purchase, and the Artist shall sell, the Sculpture, as depicted in the attached Exhibit A. The purchase price shall be \$23,000.00, payable upon completion of installation of the Sculpture at City Hall.
2. **Delivery and Installation.** The Artist, at his sole expense, shall pack, load, move, unload, unpack, and install the Sculpture into place in City Hall, onto the concrete pad provided by the City. Artist shall inform City of the required specifications for the pad, and City shall be responsible at City's expense for installing the pad according to the specifications. Artist shall be responsible, at his sole expense, for providing all materials and hardware necessary for installing the Sculpture onto the pad. Artist acknowledges that the Sculpture will be in a public area, accessible to the public, and that adults and children will be in contact with, and may climb upon, the Sculpture; therefore, Artist shall install the Sculpture to the pad so that it is solidly-mounted, will not tip, and will not have unreasonably sharp or otherwise-dangerous surfaces or edges. The City shall provide barricades or fencing during installation of the Sculpture. Artist shall keep the work site clean and free of debris and trash. The Artist bears the risk of damage to the Sculpture until it is fully installed at City Hall.
3. **Time.** The Sculpture shall be installed no later than 90 days after the execution of this Contract, subject only to delays for unforeseeable circumstances beyond Artist's control, provided Artist recommences work promptly in good faith upon the return of normal circumstances.
4. **Standard of Performance, Warranty of Quality.** Artist warrants to the City that the Sculpture will be free from defects in materials and workmanship, for a period of three years after delivery of the Sculpture to the City. The Artist shall repair or replace the Sculpture, as necessary to conform with this warranty, if the City notifies Artist of defects in materials or workmanship within the stated three-year period.
5. **Ownership of Sculpture, Warranty of Title.** Upon payment of the full Contract Price stated in section 1, title to the Sculpture shall pass to the City, and Artist warrants to the City that title to the Sculpture shall be free and clear of all claims, liens and encumbrances. Artist agrees that upon payment of the full Contract Price stated in section 1, all of Artist's copyright in the Sculpture is assigned to the City.
6. **Adequacy of Consideration.** The Parties acknowledge that the consideration expressed in this Contract is adequate and sufficient to make the obligations contained in this Contract binding upon the Parties.
7. **Survival and Parties Bound.** Unless specifically limited in this Contract, any term, condition or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon, and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees and personal representatives.

8. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

9. **Integration.** This Contract constitutes the entire agreement of the Parties, and any other oral agreements or understandings, not expressed in a written, mutually-executed amendment to this Contract, shall be void.

City of Waukesha

By Shawn N. Reilly, Mayor

Date: _____

Attested by Gina L. Kozlik, City Clerk

Date: _____

To certify that funds are provided for payment:

Joseph P. Ciurro, Director of Finance

Date: _____

Artist

Paul Bobrowitz

Date: _____

Exhibit A





