

AGREEMENT FOR PURCHASE OF ARTWORK

THIS AGREEMENT, dated February 9, 2017 is made by and between the Waukesha Public Library, hereinafter called the "Library", and William Lemke, hereinafter called the "Artist", whose permanent address is S42W32278 Spring Ridge Ln., Waukesha, WI 53189 and telephone number is 262-968-1928.

WHEREAS the Artist's photograph, "*Maple Tree in Fog*", was selected by the Library to purchase, hereinafter called "Work"; and

WHEREAS the Parties to this Agreement (herein after called "Parties") wish the integrity and clarity of the Artist's ideas and statements in the Work to be maintained; and

NOW THEREFORE, based upon their mutual promises and consideration, the parties agree as follows:

1. DESCRIPTION OF WORK. The Artist will install and document the following Work of art hereinafter referred to as the "Work".

TITLE:	" <i>Maple Tree in Fog</i> "
DIMENSIONS:	27 x 32
MEDIA:	Framed photograph
DESCRIPTION OF WORK:	Black and white photograph of maple tree in fog at Minooka Park, Waukesha, Wisconsin

2. LOCATION. The intended location for the Work shall be the Waukesha Public Library, located at 321 Wisconsin Avenue in the City of Waukesha, hereinafter called the "Site". The Library shall have the sole right to relocate the Work to any location it desires. The Library shall, however, notify the Artist of its intention to relocate the Work.

3. SITE PREPARATION. The Library shall be responsible for all expenses, labor and equipment to prepare the site for the timely installation of the Work.

4. PRICE AND PAYMENT SCHEDULE. As payment for the services of the Artist and for the completed Work, the Library will pay the Artist a total of \$650.00 which shall constitute full compensation to the Artist for the creation, installation and documentation of the Work and for costs incurred by the Artist including, but not limited to fees, materials, labor of the Artist, studio and operating costs applicable to this project, travel costs for the Artist to visit and research the site, transportation of the Work to the location, and any costs incurred by the Artist

for installation of the Work at the location.

The payments shall be made as follows:

Single payment of \$650.00. Upon delivery of the Work at the Site and receipt by the Library from the Artist of all documentation required to be provided according to Section 8 of this Agreement and acceptance of the Work by the Library.

5. INSTALLATION AND TIME SCHEDULE. The Artist shall deliver the Work for installation by March 20, 2017. The installation of the Art will be a joint effort of the Artist and the Library, which will provide assistance in the actual mounting of the Art and the necessary security. In the event that the Site is not sufficiently prepared to permit installation, an extension of the installation date for the Work shall be provided to the Artist by the Library, in which case it will be the responsibility of the Library to provide storage space for the Work at no expense to or liability on the part of the Artist or to reimburse the Artist for storage costs incurred.

6. OFFICIAL ACCEPTANCE OF WORK. Official acceptance of the Work will occur when the Artist has complied with Section 8 of this Agreement and when the Library notifies the Artist of acceptance. At such time, the Library shall be the sole owner of the Work.

7. ARTIST AS INDEPENDENT CONTRACTOR. A) The Artist agrees to perform all Work under this Agreement as an independent contractor and not as an agent or employee of the Library. Any and all employees of the Artist engaged in the performance of any Work or services required by the Artist under this Agreement shall be considered employees of the Artist only. The Artist shall furnish all supervision, labor, supplies, materials, insurance, and other incidentals needed to complete this Agreement. Arrangements and costs of transportation of the Work to the site are the responsibility of the Artist.

8. DOCUMENTATION AND RECORDS. Upon installation of the Work at the Site, and before final payment shall be made, the Artist shall furnish the Library with a completed Documentation/Conservation Record including at least: a) a CD with two or more digital still photographs of the Work, b) two or more still photographs at least 4 x 6 inches capable of reproduction for print media, c) a written technical description of the Work, and d) maintenance instructions for the Work.

9. PUBLIC NOTICE. The Library shall, at its expense, prepare and install at the Site, pursuant to the written instructions issued by the Library upon installation of the Work, a plaque identifying the Artist, the title of the Work, copyright

notice and the year of completion, and shall reasonably maintain such notice in good repair against the ravages of time, vandalism and the elements.

10. WARRANTIES. The Artist warrants that the Work is the property of the Artist only, that the Work is the original product of the Artist's own creative efforts, that the Work is an edition of one, and that there are no copies. The Artist agrees that this Work shall be a unique example of the Artist's Work and the Artist shall not anywhere else produce such Work in full scale or in three dimensional models for commercial purposes, nor allow others to do so, without the express written consent of the Library. All models, preliminary designs, drawings and other Work of the Artist done in preparation for the Work are to remain in the Artist's sole property. Copies of the Work can be made by the Artist for the purposes of display in an exhibition of the Artist's work or for inclusion in applications for further commissions provided the following credit is given: "Original owned by Waukesha Public Library".

The Artist warrants that the execution and fabrication of the Work was performed in a professional manner and that the Work, as fabricated and installed, is free of defects in material and workmanship, including any defects or qualities which cause or accelerate deterioration of the Work. The Artist shall guarantee and maintain the Work from faults of material and workmanship for a period of three (3) years after the acceptance date.

The Artist warrants that reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance instructions submitted in the concept/design proposal for the Work previously approved.

11. INDEMNITY AND LIABILITY. The Artist agrees to release, save and hold harmless the City of Waukesha and the Library, its officers, members, agents, and employees from any and all causes of action, suits at law or equity, or demands or claims, or from any liability of any nature arising out of the construction and creation of the Work and from any obligations made by the Artist or the Artist's agents and/or employees.

All risks for damages, theft, vandalism, and Acts of God to the Work are the responsibility of the Artist during any and all operations, including creation, transit and storage by the Artist, which take place on other than the location of the Library's storage site. The Artist may provide a policy of insurance, covering all risks and hazards against any damage to or loss of the Work while it is being made, transported, or stored by the Artist.

All risks for damages, theft, vandalism, and Acts of God to the Work are the responsibility of the Library during any and all operations which take place at the

Site of Work except those damages caused by the Artist or the Artist's employees or claims which may occur as a result of the Artist's breach of warranties provided in Section 12, which damage shall be the responsibility of the Artist.

12. MAINTENANCE OF THE WORK. The Library recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. The Library agrees to reasonably assure that the Work is properly maintained and kept in proper condition taking into account the recommendations of the Artist provided in accordance with Section 8 of this contract. Further, the Library shall reasonably protect and maintain the Work against the ravages of time, vandalism and the elements.

The Artist shall provide to the Library a full set of copyrighted plans and design drawings and other relevant Work for maintenance and repair of the Work.

13. DEACCESSIONING. Final approval for deaccessioning of Work rests with the Library. If the Library shall at any time decide to purposefully destroy the Work, it shall by notice to the Artist offer the Artist a reasonable opportunity to recover the Work at no cost to the Artist except for the amount by which the cost to the Library of such recovery exceeds the costs to the Library of the proposed destruction.

14. MODIFICATIONS OF THIS AGREEMENT. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto.

15. LEGAL RELATIONS.

The Artist shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the Work or its conduct. This Agreement shall be governed and construed in accordance with the internal laws of the State of Wisconsin, and shall have venue in Waukesha County, Wisconsin unless otherwise specifically agreed between the Library and the Artist.

16. COPYRIGHT. The Artist must provide to the Library documentation that the Artist holds copyright to all of the materials outlined in Section 8. These materials include but are not limited to: still photographs, photographic slides, electronic and digital materials and video.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

By _____
William Lemke, Artist Date

WAUKESHA PUBLIC LIBRARY

By _____ _____
Paul M. Kasprowicz, President, Date
Board of Trustees

By _____ _____
Grant C. Lynch, Executive Director Date