

1 **COMMISSION AGREEMENT #AGR2016-30**

2 This AGREEMENT is made the ____ day of _____, ____, between Fox Chapel
3 Iron Works, (“Artist”), a sole proprietorship, located at 644 US-22 Hollidaysburg, PA 16648,
4 and the City of Dunnellon (“Purchaser”), a Florida municipal corporation located at 20750 River
5 Drive, Dunnellon, Florida 34431. Artist hereby agrees to execute the “Commissioned Works” as
6 described within this Agreement and the Purchaser agrees to pay for and accept delivery of the
7 “Commissioned Works” subject to the terms and conditions of this Agreement.

8
9 **1. DESCRIPTION OF THE “COMMISSIONED WORKS” (SIZE, MATERIAL, SCOPE)**
10 **& ARTIST OBLIGATIONS.**

11
12 a. The “Commissioned Works” include the following works to consist of powder
13 coated heavy gauged steel with all seems welded:

- 14
15 1) Sculpture of mountain biker, approximately 8 feet long by 6 feet
16 tall. Multi-color design.
- 17 2) Sculpture of largemouth bass, approximately 4 feet long by 28
18 inches tall. Multi-color design.
- 19 3) Sculpture of canoe/kayak, approximately 8 feet long by 24 inches
20 tall. Multi-color design, oak wood incorporated.
- 21 4) Sculpture of blue heron, approximately 5 feet tall by 24 inches
22 wide. Multi-color design.
- 23 5) Small replica of original Dunnellon water tower, approximately
24 10.5 inches tall by 3 feet wide. Painted.

25
26 b. Artist shall provide art submittals and sketches to Purchaser prior to constructing
27 artwork, which shall include base design and design for installation at an elevated.
28 Angle. Artist shall further aid and oversee all aspects of installation of the
29 Commissioned Works to their exhibit areas as designated by the Purchaser.
30 These duties include but are not limited to the oversight of the Commissioned
31 Works’ fabrication, finishing, installation, and any further duties within the

32 Artist's abilities in order to complete these projects to the satisfaction of
33 Purchaser.

34
35 2. PRICE. In consideration of Artist's services, including labor, equipment, and materials,
36 Purchaser shall pay Artist the total purchase price of \$5,100.00 (FIVE THOUSAND,
37 ONE HUNDRED DOLLARS) in two (2) installments: a first installment of \$1,000.00
38 (ONE THOUSAND DOLLARS) and a final installment of \$4,100.00 (FOUR
39 THOUSAND, ONE HUNDRED DOLLARS). The first installment shall be paid upon
40 the date of signing this Agreement. The final payment shall be paid on or before the date
41 of delivery of the "Commissioned Works," of which the Artist will give five (5) days
42 notice. Artist assumes responsibility for all applicable taxes pertaining to the total
43 purchase price of Artist's services.

44
45 3. TRANSPORTATION. Artist shall transport all Commissioned Works to Purchaser.
46 Upon delivery of the Commissioned Works, Purchaser will reimburse Artist for costs of
47 fuel and reasonable lodging charges incurred in transporting the Commissioned Works to
48 Purchaser in an aggregate amount not to exceed \$600.00 (SIX HUNDRED DOLLARS).
49 Artist will provide Purchaser with all receipts prior to requesting reimbursement.

50
51 4. DELIVERY AND INSTALLATION. Artist shall execute the "Commissioned Works"
52 as described within this Agreement to the reasonable satisfaction of the Purchaser prior to
53 delivery and installation and provide progress pictures at reasonable intervals during
54 fabrication. Any and all fabrication, site preparation, installation, and miscellaneous
55 expenses shall be the sole responsibility of the Artist.

56
57 5. DATE OF DELIVERY & CONDITION OF COMMISSIONED WORK. The Artist
58 agrees to deliver the "Commissioned Work" in a condition satisfactory to the Purchaser
59 within ninety (90) days of notice by the purchaser. If Artist fails for any reason to make
60 delivery of the "Commissioned Work" in a condition satisfactory to the Purchaser within
61 such period, then Artist shall be entitled to extend the delivery date for a reasonable
62 period thereafter not exceeding a total of sixty (60) days. If Artist fails to make delivery

63 of the “Commissioned Works” in a condition satisfactory to the Purchaser on or before
64 such extended delivery date, then Purchaser shall not be liable for payment of the final
65 installment of the total purchase price of Artist’s services and Artist shall immediately
66 return to Purchaser the first installment paid by Purchaser to Artist in full.

67
68 6. COPYRIGHT AND OWNERSHIP. Artist retains all copyrights and ownership of all
69 materials and works comprising the “Commissioned Works” as described within this
70 Agreement until the final payment of this Commission is received. Upon receipt of the
71 final payment by Artist from Purchaser, all copyrights and ownership of all materials and
72 works comprising the “Commissioned Works” as described within this Agreement are
73 transferred and assigned to the Purchaser.

74
75 7. WARRANTY. Artist shall provide a lifetime guarantee on the welds and structure and
76 10 years no exposed rusting on powder coating of all Commissioned Works.

77
78 8. COSTS AND FEES. In the event it is necessary for Purchaser to employ counsel to
79 enforce the obligations of Artist hereunder, then Artist shall reimburse Purchaser for
80 reasonable attorney fees so incurred, whether or not suit is filed; and if a legal action
81 commenced by either party, then at the conclusion of such action the prevailing party
82 shall be entitled to recover its reasonable costs and attorney fees, in addition to any other
83 relief granted.

84
85 9. GOVERNING LAW. This Agreement shall be applied and construed in accordance with
86 the Laws of Florida. Venue for any action hereunder shall be in Marion County, Florida.
87 The courts of the State of Florida shall have jurisdiction to hear and decide any and all
88 disputes which arise under this Lease.

89
90 10. MODIFICATION. This Agreement may not be amended in any manner whatsoever,
91 other than by written instrument signed by all parties hereto.

