



CITY OF OSAWATOMIE ARTS COMMISSION

SPECIAL MEETING AGENDA

Friday, September 15, 2023 | 5:30pm

1. Roll Call
2. New Business
 - a. Review of Final Draft by Alex Eickhoff and Approve Entering Into Contract
3. Adjourn

Next Meeting – October 3, 2023

Design draft 2

eye cough <eye.cough.art@gmail.com>
To: Sam Moon <smoon@osawatomieks.org>

Sun, Sep 10, 2023 at 12:41 PM

Sam,

Thats great to hear. I went ahead and edited the design as requested.

In regards to the level of detail and texture in each element of the mural: The canopy will definitely match the level of detail in the tree trunk, in fact they will both have more organic and dimensional feel when the paint goes on the wall. Unfortunately my digital drawing will never be as texturally or aesthetically rich as my final product. I have been painting for 15 years, but digitally drawing for only 4. I can guarantee the composition and *relative* color accuracy will be consistent from sketch to final mural. But there is a limit to technology.. However, with every project I complete, the actual mural is significantly more dynamic than the sketch. And ultimately a successful mural project will require the committee to have a certain level of faith in my ability. I highly recommend reviewing my portfolio for reassurance with the execution of textures and value structures in my work.

Would it be possible for me to be involved in this next review session? It may help expedite the closing process and ease any ongoing concerns if I am able to hear the input and answer questions directly.

Let me know if is possible for the committee to set up a zoom conference call, and I would gladly jump into the discussion whenever appropriate.

Thanks,

Alex



[Quoted text hidden]
[Quoted text hidden]
<45576.jpg>



Mural Artist Contract

This Mural Artist Contract (hereinafter referred to as the "Contract") is entered into this day, _____, 20__, by and between _____ (hereinafter referred to as the "Artist") and the City of Osawatomie (hereinafter referred to as the "City"), collectively referred to as the "Parties," both of whom agree to be bound by this Contract.

1. Purpose

The City hires the Artist to provide the following painting-related services (hereinafter referred to as the "Mural Project"):

2. Project Location

The Mural Project will be located at:

(Street Address or Approx.) (City) (State) (Zip)

a property which the City legally owns or has received written permission to paint and has obtained all required permits necessary to do so.

3. Project Description and Timeline

Project Deadline _____
(Day) (Month) (Year)

4. Scope of Work

The City shall, to the best of their ability and knowledge, ensure that the surface to be painted is free from dust, mildew, fungus, faults, loose materials and defects, and otherwise prepare the area for the Artist to begin their work excluding the application

of primer. Artist shall be responsible for applying any primer or pre-treatment they deem necessary. Artist shall confirm the surface will accept and retain the agreed project medium. Upon the completion of the Mural Project, the Artist affirms that the painted area shall be presentable in appearance, with complete coverage and up to the standards stated in the Contract by the City. The Artist is responsible for cleaning any unwanted paint-related splatters caused during the course of painting, or other work-related damages to surrounding property. Artist retains the first right of refusal for any future modifications, repairs, touch-ups, etc.

5. Copyright and Licensing

Artist reserves all copyrights in the Mural, the preliminary design, and any incidental works made in the creation of the Mural under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the artwork for the duration of the copyright. Artist grants the City permission to reproduce the Mural image for commercial and noncommercial uses with appropriate attribution.

6. Terms of Agreement

This Contract is in full force and effect from the start date of this Contract until this Contract has finished.

7. Compensation*

The Parties agree to the following Payment Terms and Compensation to be paid to the Artist.

Artist Total Compensation \$ _____

Elements Included in Costs by Artist:

Deposit \$ _____

(to be paid two weeks before mural begins; non-refundable after mural work has begun)

Final Payment

City must accept the completed work of the Artist prior to releasing final payment. All remaining Artist compensation must be paid within 30 days of being billed after Mural Project is completed unless otherwise arranged or agreed upon.

***ARTIST IS RESPONSIBLE FOR SUBMITTING INVOICES FOR ALL PHASES OR ASPECTS OF PROJECT COMPENSATION (INCLUDING DEPOSIT). THE CITY OF OSAWATOMIE WILL NOT ISSUE PAYMENT WITHOUT AN INVOICE.**

8. Modifications

Any changes and/or modifications to this Contract must be made in writing to be signed by both Parties. Any changes to the scope of the project or mural after artwork is agreed upon will require an updated contract with any potential changes to costs and scope of project.

9. Termination

The City can terminate the Contract by giving written notice:

- If the Artist commits any breach of this Contract and fails to correct the breach within 90 days notice of the breach; or
- If there is any failure by the Artist to provide services of an acceptable standard and to the reasonable satisfaction of the City.

The Artist can terminate the Contract by giving written notice:

- If the City fails to make the payments required and set forth in the Contract within 60 days notice of failure to make a payment; or
- If the City commits any other material, non-financial breach and fails to correct the breach within 30 days notice of the breach.

10. Relationship of the Parties

The Artist is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party. The Parties understand this Contract is not an exclusive arrangement. The Parties agree that they are free to enter into other similar agreements with other parties. The Artist agrees that they will not enter into any agreements that conflict with their obligations under this Contract.

11. Limitation of Liability and Insurance

The Artist agrees to indemnify and hold harmless the City, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Contract by the indemnifying party, its respective successors and assigns that occurs in connection with this Contract. This section remains in full force and effect even after termination of the Contract by its natural termination or the early termination by either party.

General Liability Insurance The Artist shall obtain and maintain during the term of this Contract general liability insurance with a minimum coverage amount of \$1,000,000. The Artist shall name CITY OF OSAWATOMIE as an additional insured on such policies and provide a Certificate of Insurance within 10 business days of executing this Contract.

12. Legal Fees

In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees, collection fees and the like.

13. Severability

In the event that any provision of this Contract is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Contract and all other provisions should continue in full force and effect as valid and enforceable.

14. Legal and Binding Contract

This Contract is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Contract.

15. Governing Law and Jurisdiction

The Parties agree that this Contract shall be governed by Kansas law and any applicable local ordinances or statutes.

16. Agreement

The Parties acknowledge and agree that this Contract represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties. The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

(City Printed Name)

(ARTIST Printed Name)

(City Signature)

(ARTIST Signature)

(Date)

(Date)