



**Sponsor-Artisan Agreement**

As part of the Carroll Creek Kinetic Art Promenade (“Project”) in Frederick, Maryland, this Sponsor-Artisan Agreement (“Agreement”) is made on

The \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year) between:

**Sponsor**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Artisan**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Agreement between Sponsor and Artisan**

1. Services                      Sponsor has commissioned Artisan for the fabrication of the Kinetic Sculpture entitled \_\_\_\_\_ described and illustrated in Exhibit 1 (“Services”).

2. Price                            \$ \_\_\_\_\_ as detailed in the budget listed in Exhibit 2, which Price shall remain confidential.

3. Payment            A. Sponsor will make a deposit of 40% of the Price, namely \$ \_\_\_\_\_, to Artisan upon signing of this Agreement, and will pay the balance as follows:
- B. 30% of the Price, namely \$ \_\_\_\_\_, to Artisan \_\_\_\_\_ months later after a satisfactory visit at Artisan’s workshop during which visit Artisan shall demonstrate that the remaining work may be completed prior to the Completion Date.
- C. 30% of the Price, namely \$ \_\_\_\_\_, to Artisan within 7 days after the installation of the Kinetic Sculpture as long as the Kinetic Sculpture generates continuous rotational movement in a light breeze (3-5mph wind).
4. Completion            Artisan will complete the Kinetic Sculpture to the satisfaction of Sponsor before \_\_\_\_\_ day of \_\_\_\_\_(month) 2021 (“Completion date”).
- Sponsor will be given the opportunity, if so desired, to visit Artisan’s workshop and view the Kinetic Sculpture during its fabrication.
- Artisan agrees to devote its best efforts to perform the Services described herein in a professional and timely manner, and to fully cooperate with Sponsor, in good faith, in the rendering of the described Services.
5. Delivery                Artisan will deliver at his/her own expenses the Kinetic Sculpture along Carroll Creek in Frederick Maryland on \_\_\_\_\_ day of \_\_\_\_\_(month) 2021 (“Delivery Date”).
6. Seasons                The Kinetic Sculpture will be displayed in Carroll Creek from March 2021 to November 2021 and, at Sponsor’s discretion, could possibly be re-displayed from March 2022 to November 2022, which periods are collectively called “Seasons”.
7. Installation and Removal            Carroll Creek Kinetic Art Promenade will install the Kinetic Sculpture in Carroll Creek at the start of the Seasons and will remove it at the end of the Seasons at its own expenses, and it will use an underwater Pyramid to hold the kinetic sculpture in place. The Pyramid is illustrated in Exhibit 3.
- At the start and end of the Seasons, Artisan will be present during the installation and removal of the Kinetic Sculpture to offer assistance and guidance. Sponsor will be informed of the time and dates of the installation and removal, and may attend at Sponsor’s discretion.

Sponsor shall have no liability hereunder for any acts or omissions of Artisan, or any agent, manager, or employee of Artisan, and the execution of this Agreement by Sponsor shall not constitute an assumption of any liability.

8. Ownership Upon payment in full of the Price set forth herein, all right, title, and interest in and to the Kinetic Sculpture shall convey to the Sponsor without the necessity of any additional documentation and this Agreement and proof of payment shall constitute proof of ownership.

The relationship between Sponsor and Artisan is that Artisan shall be the independent contractor to Sponsor. Nothing in this Agreement shall be deemed to create or constitute a partnership, joint venture, employment, or agency relationship between parties. Artisan shall have no authority to act on behalf of Sponsor except as otherwise specifically set forth herein.

9. Adjustments During the Seasons, if the Kinetic Sculpture or part of it ceases to perform as initially intended and as expressed in 3.C. above or if some of its components require structural repairs or lubrication, Artisan will promptly intervene and make such adjustments at his/her own expenses and to the satisfaction of Sponsor.

10. Insurance Artisan and Sponsor are responsible to obtain proper insurance coverage for the Kinetic Sculpture during the period of their respective ownership.

11. Copyright Artisan will retain the copyright to the Kinetic Sculpture, including the design and sketches, and no reproduction of such will be made without the consent of Artisan.

12. Termination Sponsor may decide not to complete the purchase of the Kinetic Sculpture for its convenience for any reason. In such event, Sponsor shall deliver to Artisan a written notification of termination for convenience by Sponsor.

In the event of a termination for convenience by Sponsor, Artisan will retain ownership of the Kinetic Sculpture and Sponsor will forfeit all payments made to Artisan before the termination.

Sponsor shall have no further obligation to make additional payments to Artisan and this Agreement shall terminate upon receipt of written notice from Sponsor.

13. Withdrawal Artisan shall have no right to terminate this Agreement. If Artisan fails to complete the fabrication of his Kinetic Sculpture, or if he withdraws from the Project before Delivery Date, he shall promptly refund all payments made to him by Sponsor, including the deposit mentioned in Section 3. A. above.

*Sponsor–Artisan Agreement (continued)*

14. Privacy            Sponsor and Artisan grant mutual permission to the usage of their name and pictures, in all forms and media and in all manners, but without any mention of the Price.
15. Integration        This Agreement constitutes the entire understanding between Sponsor and Artisan. This Agreement may only be modified by an instrument in writing signed by both Sponsor and Artisan.
16. Waivers            A waiver of any breach of any provisions of this Agreement shall not be construed a continuing waiver of other breaches of the same or other provisions thereof.
17. Notices            All notices and changes of address or email shall be sent to Sponsor and Artisan at their respective address and email listed above, and prior to the date of said change.
18. Governing Law    This Agreement shall be governed by the laws of the State of Maryland. The parties hereby irrevocably consent to venue in Frederick County, Maryland. If either party brings legal action to enforce its rights under this agreement, the prevailing party will be entitled to recover its expenses, including reasonable attorneys' fees, incurred in connection with the action and any appeal.

In witness whereof, Sponsor and Artisan have executed this Agreement on the day & month & year written above.

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**Sponsor**

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**Artisan**

*Sponsor–Artisan Agreement (continued)*

**Exhibit 1**

**Kinetic Sculpture**

**“NAME”**

**Description and Illustration**

**Exhibit 2**

**Kinetic Sculpture**

**“NAME”**

**Budget**

**Exhibit 3**

**Pyramid**

**Engineer’s Illustration**