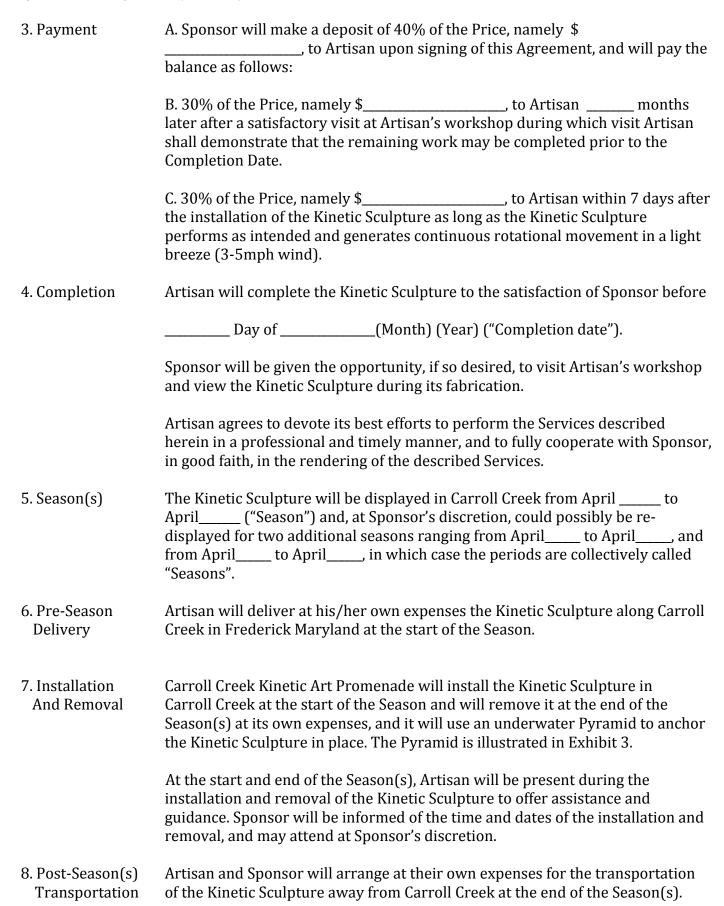




Sponsor-Artisan Agreement

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

(Month) (Day),	Year) between:	
Sponsor		
Name:		
	 Email:	
Artisan		
Name:		
	Email:	
Agreement bet	ween Sponsor and Artisan	
1. Services	Sponsor has commissioned Artisan for the fabrication of the Kinetic Sc entitledde and illustrated in Exhibit 1 ("Services").	ulpture escribed
2. Price	\$ as detailed in the budget listed in Exhibit 2, Price shall remain confidential.	which



9. Liability

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.

10. 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.

11. Adjustments

During the Season(s), 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.

12. Insurance

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

13. 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.

14. 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.

15. 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 Completion Date, he shall promptly refund all payments made to him by Sponsor, including the deposit mentioned in Section 3. A. above.

Sponsor

16. 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.	
17. 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.	
18. 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.	
19. 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.	
20. 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 (Month) (Day), (Year)		

Artisan

Exhibit 1

Kinetic Sculpture

"NAME"

Description and Illustration

Exhibit 2

Kinetic Sculpture

"NAME"

Budget

Exhibit 3

Pyramid

Engineer's Illustration