

## The Augusta Sculpture Trail 2023 - 2024

### Contract

**Artist Name: *James E. Weitzel***

**Sculpture Title/Name: *Rise***

This agreement made this 12/1/22 (date), for good and valuable consideration, by and between James E. Weitzel, hereinafter referred to as "Artist", and the City of Augusta by and through the Greater Augusta Arts Council hereinafter referred to as "City", as follows:

#### **Term:**

1. This Agreement is for the temporary installation of Artist's Artwork at locations determined and designated by the City of Augusta and/or the Greater Augusta Arts Council beginning on January 1, 2023 and continuing through at least as late as December 31, 2024.

#### **Compensation:**

1. The Artist will be paid a \$3,000 stipend for the loan of their work paid in two installments. The first installment of \$1,500 will be paid at installation and the second installment will be paid when the artwork is uninstalled.
2. This Agreement does not constitute an agreement for the purchase of the Artwork.
3. Greater Augusta Arts Council agrees that the Artist may sell the sculpture during the exhibition period; however, such work shall remain on-site for the duration of the exhibition, unless otherwise approved, in writing, by Greater Augusta Arts Council. Should the artwork be sold, a sales commission of 20% will go to the City's designated arts agency, The Greater Augusta Arts Council.

#### **Artist Responsibilities:**

1. Artist certifies that sculpture/artwork titled Rise that is represented in the Artist submission to the City Request for Proposal for Existing Outdoor Artworks and attached as Exhibit C is original and available for temporary installation beginning on January 1, 2023 and continuing through at least as late as December 31, 2024, and is available for purchase in the amount of \$12000
2. Artist certifies that the artwork is professionally constructed of durable material appropriate for outdoor public display for the duration of the 24-month Augusta Sculpture Trail exhibit. Artist further certifies his/her work is constructed in a manner that shall not cause safety or liability issues and shall not require maintenance during the exhibit period. Should the sculpture fail to meet these standards, Artist agrees to work with the City to remedy the situation.

3. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material, or texture of the Artwork. A significant change is any change in the scope, design, color, size, material, texture or location of the Site of the Artwork which affects scheduling, site preparation, execution or maintenance for the Artwork or the concept of the Artwork as represented in any initial or accepted proposal and approved changes thereto.
4. Artist certifies that the artwork can be structurally secured to a concrete pad with anchor bolts or similar devices. Concrete pad provided by the City. Anchor bolts or similar devices provided by Artist. Should artwork be "self-based" and not require a concrete pad, Artist is responsible for ensuring that the installation is stable.
5. Artist represents and warrants that the installation of the Artwork will not irreparably damage, destroy, or materially alter the Artwork.
6. Artist agrees that the City of Augusta and/or Greater Augusta Arts Council may reproduce images of the artwork for non-commercial, educational, government and promotional purposes, with credit given to the artist when artwork is highlighted, to the extent practical. That said reproduction will be royalty-free and irrevocable and able to be used across multiple medias, including digital and electronic media and printed media. These reproductions may be used in, but not limited to, the following manner: (a) display of the Artwork on the City's website(s), social media pages, informational brochures and other promotional materials in print and over the internet; (b) sublicense the rights granted herein to a third-party(ies) in furtherance of the public art purposes of the City's license granted herein.
7. Artist will be responsible for the timely transportation of artwork to and from the installation site. Artist will be expected to be present for art installation and uninstallation. Such times will be coordinated between the Artist and City of Augusta Installers engaged by Greater Augusta Arts Council. If Artist misses their assigned time for installation, additional costs for equipment or extensions of time on leased equipment will be deducted from the stipend or paid for directly by the artist.
8. Artist will be responsible to obtain general liability insurance for the artwork for the installation and uninstallation process and provide a copy of the certificate of insurance to the Greater Augusta Arts Council by the date of contract. Artist needs to insure the structural integrity of the artwork during installation and throughout duration of sculpture tour.
9. In the event that the work of art is purchased by or for the City, the Artist will provide the City with written recommended instructions of care for the maintenance and longevity of the artwork.

### **City of Augusta Responsibilities:**

1. The City reserves the right to make all placement decisions and to make emergency repairs if/when necessary.
2. Most sculptures require a concrete pad/base. The Greater Augusta Arts Council will engage City of Augusta installers and will cover all routine expenses related to the artwork installation process for City properties. The City of Augusta shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities for the installation and uninstallation.
3. The City and the Greater Augusta Arts Council shall promote the sale of the sculpture to the public, either for personal/commercial use or as a permanent donation to the City.
4. The City agrees to exercise the same care of the Artwork as it does in the safekeeping of its own property. The City will contact the Artist if Artwork is damaged or altered in any way to discuss responsibility for repairs. The City is not responsible for normal wear and tear which includes, but is not limited to, damage resulting from exposure to the elements, gradual deterioration, or inherent vice.
5. The City of Augusta shall carry insurance coverage, in the amount of \$9600 as provided by Artist in email communication, for liability and physical damage covering the sculpture during the exhibit. In case of loss, Artist agrees that its sole remedy against the City is reimbursement via insurance proceeds or monies in an amount not to exceed the insurance value placed on said item and that the City or its agents, employees, and officials are not liable for any indirect, incidental or consequential damages.

### **Miscellaneous:**

1. The Greater Augusta Arts Council will act as a liaison between the City and the Artist but will not be held liable or responsible for any damages caused during the installation or removal of the Artwork or during the installation period.
2. The Artist shall indemnify protect, defend and hold harmless the City, the Greater Augusta Arts Council, and their subdivisions, officials, employees, agents and assignees from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including attorney's fees, court costs, and costs of investigation (all collectively referred to herein as "Losses") arising from, in connection with or caused by (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist and/or Artist's agents, employees, representatives, or assigns; (b) any infringement of copyright, trademark, patent, trade secret or other proprietary rights; or (c) any infringement of Artist's rights under 16 USC § 106A, 16 USC § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law.
3. Notwithstanding any other provision of this Agreement, if the City is unable or unwilling to make, or to continue to make, the Sites available, due to budgetary constraints, action of the City Commission, insufficient and other unavailable staffing, force majeure or for any other reason, or no reason at all, then the Artist and its agents, representatives, heirs, successors and assigns will not have any right to file an action or make a claim against the City as a result of such action or inaction.

**SIGNATURES FOLLOW ON NEXT PAGE**



Artist Signature

Printed Name: JAMES E. WEITZEL

Address: 185 BAXTER WAY

FOREST CITY, NC 28043

Email: WEITZELART@AOL.COM

Phone: 828-899-7000

12/1/22

Date



Brenda Durant, Executive Director

Greater Augusta Arts Council, as Authorized Agent

For the City of Augusta for the Augusta Sculpture Trail

Project pursuant to that Memorandum of Understanding

And approved Public Art Policy Dated November 15, 2016

December 7, 2022

Date

This Agreement, its terms and conditions are hereby ratified and approved given under my hand and seal this  
\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Garnett L. Johnson, Mayor  
City of Augusta, GA  
Augusta-Richmond County

<b>EXHIBIT A</b>	
<b>Schedule Date:</b>	<b>Activity:</b>
November 28-December 20, 2022	Artists and Installer connect to discuss installation specifics and set a date and time for installation.
January 9-13, 2023	Installation window and first stipend payment to Artists, \$1,500. Artist present at installation.
February, 2023	Opening and Celebration
December, 2024	Art works uninstalled and returned to artists and/or buyers. Artist present at uninstallation.
January, 2025	Second and final stipend payment to Artists, \$1,500

**WAIVER OF CERTAIN RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT**

I, JAMES E. WEITZEL, am the author of the following work of visual art, Rise which is or will be used as identified:

**The Augusta Sculpture Trail 2023-2024 Temporary Installation**

The above-described work may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

As author of the above-described work, I hereby permanently waive my rights to prevent, pursuant to 17 U.S.C. §106A(a)(3), distortion, mutilation, modification or destruction of that work, for whatever reason such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

I further acknowledge that the City of Augusta, anyone duly authorized by the City of Augusta, the Greater Augusta Arts Council, its agents and assigns may without notice to anyone remove and/or relocate said Artwork at the discretion and determination of the City of Augusta.



Artist's Signature

12/1/22

Date



## Augusta Sculpture Trail 2023-2024

Downloaded by  
Pax Bobrow

Wednesday, November 23rd 2022, 10:22am

## Jim Weitzel

Partner	
Contact via	Cell Phone
Email	weitzelart@aol.com
Phone	828 8997000
Cell	828 8997000
Web Site	weitzelart.net
Mailing Address	185 Baxter Way Forest City NC USA 28043 6413

**Artist Certification- By checking this box, I affirm that I am the artist (or part of the artist team) who created the artwork being submitted for consideration in the Augusta Sculpture Trail.  The artwork was created by me (or my team), and is my (our) original work of art.**

**Sculpture Title/Description/Installation**An artist may apply up to 5 times (for 5 separate pieces). Each application must be for one pre-existing sculpture only. We are not accepting works in progress, or plans for works. The review panel will be scoring individual pieces separately. Per sculpture application, please upload a document that is no longer than two pages, with the sculpture title, description, the media in which the sculpture was fabricated, date of creation, and its dimensions, weight, insurance valuation and sale price. Please include a description of how the work will be installed and attached to the cement base; e.g. with anchor bolts or similar devices. Note that all provided concrete bases will measure 4'x4'. Here's an easy checklist. 1-2 page document. Include the following:

**Title**  
**Materials/Medium**  
**Date of creation**  
**DIMENSIONS:** Height, Width, Depth,  
**Weight**  
**Insurance Valuation**  
**Sale Price**  
**INSTALLATION:** Describe how artwork will be installed and attached to base/pedestal. Describe any special installation requirements (equipment, bolts, etc.).

**Local Residence** If you are a resident of the Central Savannah River Area, please upload a copy of your current, state-issued identification. Ten additional points (out of 100) will be given to residents of Richmond County, GA. Five additional points (out of 100) will be given to residents of the CSRA beyond Richmond County, GA.

Category	Statement
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Call ID: 2828939 Artist ID: 48069  
Status: Accepted

### Jim Weitzel (Continued)

My current series of sculptures that are Wings in various sizes all made of sculpted copper, with steel, wood and sometimes leather additions. They evoke thoughts of Angels along with bird references. Wings recall many different things to everyone but for me they have this angelic quality, this idea of flight and our desires to lift ourselves above the sphere of earth. Who does not remember dreams of flying and that sense of ultimate freedom? These are the things that I am trying to express with my wings.



Rise  
Copper with Patina and  
painted steel.  
108" x 58" x 21"  
Artwork for Sale: Yes  
Price/Value: \$12000.00  
2020



Rise  
Copper with patina and  
painted steel.  
108" x 58" x 21"  
Artwork for Sale: Yes  
Price/Value: \$12000.00  
2022



WEITART-01

MELINDAFELTEN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> NFP Property & Casualty Services, Inc. SEE Premium Trust PO Box 936981 Atlanta, GA 31193-6981	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b> (704) 892-3266	
	<b>PHONE (A/C, No, Ext):</b> (704) 892-6411	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b>  Weitzel Art Jim Weitzel DBA 185 Baxter Way Forest City, NC 28043	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Auto-Owners Insurance Company</b>		<b>18988</b>
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: General Aggregate			35322855	4/10/2022	4/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			35322855	4/10/2022	4/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Greater Augusta Arts Council and City of Augusta are additional insured's as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

Greater Augusta Arts Council  
City of Augusta Georgia  
1301 Greene Street  
Augusta, GA 30901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE