

# The Augusta Sculpture Trail 2023 - 2024

## Contract

**Artist Name:** *Charles Brouwer*

**Sculpture Title/Name:** *Hurrying Home*

This agreement made this Nov 28, 2022 (date), for good and valuable consideration, by and between Charles Brouwer, 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 Hurrying Home 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 \$7000
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 \$7000 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, heir, 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**

x Brouwer  
Artist Signature  
Printed Name: Charles Brouwer  
Address: 268 Akers Rd NW  
Willis, VA 24380  
Email: cbrouwer@swva.net  
Phone: 540-250-2966

11/28/2022  
Date

Brenda Durant  
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

WAIVER OF CERTAIN RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT

I, Charles Browner, am the author of the following work of visual art, Hurrying Home 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.

Browner 11/28/22  
Artist's Signature Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2022

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 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> BANKERS INSURANCE LLC/PHS 14731163 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT</b> <b>NAME:</b> <b>PHONE</b> (866) 467-8730 <b>(A/C, No, Ext):</b> <b>FAX</b> <b>(A/C, No):</b> <b>E-MAIL</b> <b>ADDRESS:</b>
<b>INSURED</b> CHARLES BROUWER 268 AKERS RD NW268 AKERS RD NW WILLIS VA 24380	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Casualty Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC#</b> 29424

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		14 SBM AZ5765	09/23/2022	09/23/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			14 SBM AZ5765	09/23/2022	09/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	EMPLOYMENT PRACTICES LIABILITY			14 SBM AZ5765	09/23/2022	09/23/2023	Each Claim Limit \$5,000 Aggregate Limit \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

**CERTIFICATE HOLDER**

Greater Augusta Arts Council  
City of Augusta, GA  
1301 GREENE ST  
AUGUSTA GA 30901

**CANCELLATION**

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

*Susan L. Castaneda*

© 1988-2015 ACORD CORPORATION. All rights reserved.