

COMMISSION ART AGREEMENT

This contract for a specially commissioned work of art made and entered into as of the _____ 2022, by and between Crown Arts, Inc. ("Artist") and _____ ("Purchaser").

WITNESSETH

WHEREAS, The Purchaser selected and requested the sculptor Paul Moore to create a life-size figure of Calamity Jane seated on a bench; and

WHEREAS, the Purchaser is familiar and satisfied with the artistic accomplishments of the Artist; and

WHEREAS, after the Sculpture has been completed in clay by the Artist, the Sculpture will be cast in bronze at a foundry selected in accordance with Section 4 hereof; and

NOW, in consideration of the mutual covenants contained herein, Artist and Purchaser agree as provided herein:

1. CREATION OF THE SCULPTURE

a) The subject of the Sculpture will be a life-size figure of Calamity Jane seated on a bench in a composition already approved by the Purchaser per the maquette (small version) that has been created by the Artist.

b) Artist agrees to create a clay maquette (small version) for use in the enlargement process. Purchaser has the right to inspect and approve, in its sole discretion, the maquette. Inspection must be made in a reasonable time frame as not to interfere with Date of Delivery (Section 6). Artist will incorporate changes suggested by Purchaser into the maquette only if suggestions do not compromise Artist integrity. Once the maquette has been prepared and has been approved by Purchaser and the composition has been agreed upon it will be the basis for the Sculpture.

c) The Artist agrees to complete the Sculpture based upon the agreed composition, upon completion in clay by the Artist it will be cast in bronze.

2. ARTIST TO UTILIZE BEST EFFORTS. Artist agrees that in completion of the Sculpture, Artist shall use his best efforts and artistic skills in order to complete the Sculpture in accordance with this Contract and Artist's standards of excellence.

3. PURCHASE PRICE. Purchaser agrees to pay to the Artist the sum of ninety thousand dollars no cents (\$90,000.00) as the total purchase price for the Sculpture. The purchase price shall be paid as follows:

i) One-half (1/2) (\$45,000.00) (non-refundable) of the purchase price shall be paid by the Purchaser to the Artist and work will begin in accordance with Section 1b;

ii) The remaining one-half (1/2) (\$45,000.00) of the purchase price shall be paid by the Purchaser to the Artist upon completion of the Sculpture at the foundry. Shipping, base, installation, landscaping, lighting, labor and any mechanical equipment required for the installation will be provided by Purchaser.

For the purpose of this Section 3, the term "purchase price" includes all fees for the preliminary designs, creation, construction and finishing of the Sculpture (mold and casting charges). The purchase price does not include any sales tax which will be paid separately by Purchaser if applicable.

4. CASTING OF THE SCULPTURE. The parties hereto agree that the Sculpture will be cast in bronze at a foundry of the choice of the Artist.

5. DELIVERY OF THE SCULPTURE.

a) Upon completion of the casting of the Sculpture by the foundry, the bronze Sculpture shall be shipped at Purchaser's expense to the site selected by the Purchaser. Artist shall notify the Purchaser in order to make arrangements for delivery and installation of Sculpture at the Site.

b) The Sculpture will be installed at a location _____, City of Deadwood, SD as selected by Purchaser. The location, as finally selected by Purchaser is the "Site".

c) The Sculpture will be designed to be permanently affixed to a base/foundation ("Base") and will become a fixture of the property in which it is installed. Purchaser will be responsible for designing and drawing the specifications for the Base ("Specification").

d) The Artist will have final approval of base design.

e) The Base shall be constructed by the Purchaser in accordance with the Specifications. All costs and expenses associated with constructing the Base shall be paid by Purchaser.

6. DATE OF DELIVERY. The Artist agrees to have completed the Sculpture so that the Sculpture may be in a satisfactory condition for casting by the foundry selected and to have the completed work delivered and installed at the Site no later than _____. The parties agree that time is of the essence in the performance of this Contract.

7. ASSIGNMENT OF RIGHTS BY ARTIST. Artist shall own the copyrights, all molds, the maquettes and preliminary work. Artist grants to Purchaser a limited, nonexclusive license to make photographic and digital reproductions of the Sculpture solely for inclusion in Purchaser's catalogues, books, brochures, postcards, posters, invitations, magazines, newspapers, journals, films, television programs, and other electronic media ("Print(s)"), provided each such use is in furtherance of Purchaser's tax-exempt purposes. The Purchaser shall include in or on all Print(s) and in or on all

products notice of Artist's copyright of work as follows: © Paul Moore 2022 or Copyright Paul Moore 2022.

8. GOVERNING LAW. The Contract shall be governed in accordance with the laws of the State of Oklahoma.

9. BINDING EFFECT; AUTHORITY. This Contract shall be binding upon the parties hereto, their respective successors, assigns and heirs.

10. NOTICES. Any notices required to be given pursuant to the terms of the Contract shall be deemed properly made if such notices are deposited in the United States Mail with postage prepaid addressed as follows:

To Artist:

Paul Moore
c/o Crown Arts, Inc.
6015 Crooked Oak Dr.
Norman, Oklahoma 73026

To Purchaser:

In witness whereof, Artist and Purchaser have executed this agreement as of the date first above written.

CROWN ARTS, INC.

Date

Paul Moore, President

City of Deadwood, SD