



February 2, 2022

Agreement to host sculptural works from the **ACRE of ART IV** triennial public art exhibition for a period of three years on public properties; *Still Listening, Kitty (&Bunny) and FlipFlop*.

This Agreement is made on the above date (the "Effective Date"), by and between, Sculpture Valley, Inc. a non-stock not-for-profit corporation organized under the laws of Wisconsin with its principal place of business located at 110 S. Durkee St. Appleton, Wisconsin 54911, hereafter referred to as "SV" and The City of Kaukauna at 144 W 2nd St, Kaukauna, WI 54130 hereafter referred to as "The City."

RECITALS

SV desires to place outdoor sculptures, the "Sculptures," leased for a 3-year period by SV from a number of **ACRE of ART IV** exhibiting Artists; Todd Erickson, Micheal Grucza, and Jeffie Brewer the "Artist(s)" to be on display upon various public properties along Wisconsin Avenue.

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement, together with valuable consideration and in good faith, SV and The City agree as follows:

1. Term and Duration of Consignment. SV and The City agree to an initial consignment term of thirty six (36) months following the Effective Date (the "Exhibition Period"). At the end of the Exhibition Period, this contract will perpetually renew for an additional twelve (12) months, unless terminated as set forth in section 6 herein.

2. Warranty. SV warrants they have all rights to enter into this agreement. SV further warrants that the Artist(s) has appointed SV as agent for this work of art, exhibited under this Agreement, for the purposes of exhibition of **ACRE of ART** in the City of Kaukauna and that their descriptions are true and accurate. Neither SV nor The City shall permit the Artwork to be used for any other purposes without the written consent of the Artist(s). SV and Artist(s) warrant that the Artwork does not, in whole or in part, infringe any copyright, violate any right to privacy or other personal or property right whatsoever, or contain an libelous or scandalous matter or matter otherwise contrary to law.

3. Transportation/Installation Responsibilities. SV and Artist(s) shall bear the responsibility of all transporting and installation charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery and installation of the Artworks to and in the City of Kaukauna.

4. Responsibility for Loss, Insurance Coverage. The City shall incur no liability in relation to the Artwork(s), including, inter alia, damage, loss, theft, or negligence. Notwithstanding the foregoing, The City will make reasonable efforts to protect consigned Artwork(s) from accidental damage or breakage while on the exhibition. SV will hold a general liability insurance policy, with coverage extending to personal injury, death or property damage occurring on, or about the premises. Damages recoverable by SV shall be limited only to damages payable within the scope of the insurance policies held by SV.

5. Fiduciary Responsibilities. The City does not and will not retain title to the Artwork(s). Title to the Artwork(s) remains with the Artist(s) at all times.





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6. Termination of this Agreement. Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either The City or SV, by means of written notification of termination from either party to the other. Upon termination of this agreement, SV must remove the Artwork(s) from exhibition site. If SV fails to remove the Artwork(s) from the custody of the The City within a period of thirty (30) days, The City, in its sole discretion, reserves the right to take any reasonable actions necessary to remove or dispose of the Artwork(s) at SV's expense.

7. Miscellaneous. This Agreement represents the entire agreement between SV and The City, it does not represent the agreement in whole between SV and Artist(s). If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof.

8. Modifications. No modifications or other changes to this Agreement shall be effective unless mutually agreed in writing.

9. Choice of Law. Agreement shall be governed by the laws of the State of Wisconsin. Any dispute arising out of or in connection with this agreement shall be settled in Wisconsin Courts.

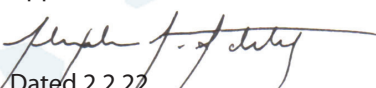
10. Counterparts. This Agreement may be executed via on-line signature of SV and a downloaded copy of same by The City which shall be deemed an original but all of which together shall constitute one and the same Agreement.

11. Timeline. SV and Artist(s) will make every effort to install and later remove the Artwork on the dates specified, Installation Window (extended for **ACRE of ART IV**): February 1- March 31, 2022
Exhibit Ends: October 31, 2024
Removal of Artwork: November 1-30, 2024

IN WITNESS WHEREOF, SV and The City have signed this agreement as of the Effective Date.

Mayor Tony Penterman
144 W 2nd St.
Kaukauna, WI 54130

Alex Schultz - Executive Director
Sculpture Valley, Inc.
110 S. Durkee St.
Appleton, WI 54911


Dated 2.2.22

