

**ACCEPTANCE AGREEMENT FOR DISCOVERY PARK ARTWORK:
THE HOLE BALL GAME**

This ACCEPTANCE AGREEMENT FOR DISCOVERY PARK ARTWORK: THE HOLE BALL GAME is made this 21 day of September, 2023 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and UrbanRock Design, a sole proprietor business organized under the laws of the state of California (“Artist”). (City and Artist may hereinafter be collectively referred to as “Parties.”)

WHEREAS, on December 23, 2022, Artist and City entered into a *Master Agreement for Professional Services: Park Identities Public Art Roster* (“Master Agreement”), which establishes terms and conditions under which City may invite Artist to provide services including consultations, design, fabrication, installation, maintenance, and repair of artwork, pursuant to separate project task orders setting forth specific conditions, compensation amount, and scope of work; and

WHEREAS, City invited Artist to submit a site-specific proposal for public art elements to be included in the phase 2 area of Discovery Park’s construction at 2121 E. Lake Hazel Road, in Meridian, Idaho, Ada County parcel no. S1405212402 (“Property”); and

WHEREAS, on July 18, 2023, City and Artist entered into a *Task Order for Fabrication and Installation of Discovery Park Artwork: The Hole Ball Game* (“July 18, 2023 Task Order”), by which agreement City engaged Artist to fabricate and install artwork on Property; and

WHEREAS, Artist has designed, fabricated, and, on September 12, 2023, installed “The Hole Ball Game,” a four-part powder-coated aluminum silhouette sculpture, which establishes a sense of place and local identity in Discovery Park, and beautifies public spaces;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

I. INDEMNIFICATION.

Artist hereby indemnifies and saves and holds harmless City and its respective employees, elected officials, agents, guests, and/or business invitees, from any and all liabilities, losses, claims, actions, and/or judgments for damages, expenses, and/or injury to any person or property caused or incurred by or as the result of the performance of or failure to perform any work or service under or related to the Master Agreement.

Artist specifically hereby indemnifies and saves and holds harmless City and its respective employees, elected officials, agents, guests, and/or business invitees, from any and all liabilities, losses, claims, actions, judgments for damages, expenses, or injury to any person or to property arising as a result of:

- A. Artist’s failure, or the failure of any agent, employee, or subcontractor of Artist to exercise reasonable care, skill or diligence in the performance of any work or service under or related to the July 18, 2023 Task Order;

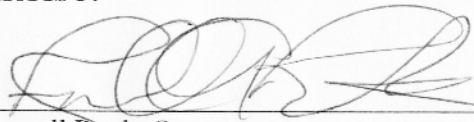
- B. Any breach of any representation, warranty or covenant made by Artist, or by any of Artist's agent(s), employee(s), or subcontractor(s);
- C. Artist's infringement of or upon any intellectual property rights, whether intentional or unintentional, known or unknown, including any copyright or patent arising out of the reproduction or use in any manner of any plans, designs, drawings, specifications, information, material, sketches, notes or documents created by Artist in the performance of any work or service under the July 18, 2023 Task Order; and/or
- D. The malfunction or failure of the Artwork, or any portion or component thereof, created and installed under the July 18, 2023 Task Order.

II. WAIVER.

Artist hereby waives and releases, on behalf of Artist and Artist's employees, agents, heirs, executors, administrators, assigns, and/or personal representatives, any and all claims and/or rights for damages Artist now has or may hereafter have against the City of Meridian and/or its employees, elected officials, agents, guests, and/or business invitees, suffered in connection with or arising out of the performance of any work or service under or related to the July 18, 2023 Task Order. Except as otherwise expressly delineated in the July 18, 2023 Task Order, Artist hereby waives any and all right, title, or interest in the Artwork and/or all items created under, assembled pursuant to, and/or otherwise related to the July 18, 2023 Task Order and any and all addenda thereto.

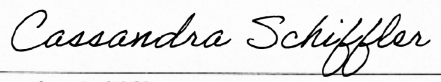
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date first written above.

ARTIST:

 09-21-2023

Russell Rock, Owner
UrbanRock Design

CITY OF MERIDIAN:

_____
Cassandra Schiffer