

**ARTWORK INSTALLATION, OWNERSHIP, AND MAINTENANCE AGREEMENT -
DRAFT**

This Installation, Ownership, and Maintenance Agreement (“Agreement”) is made this _____ day of _____, 20___, by and between **Roald Gundersen** (“Artist”) and the **City of La Crosse** (“City”).

The parties to this Agreement, in consideration of the foregoing recitals and mutual promises, conditions, and covenants, and other good and valuable consideration of the parties hereto, covenant and agree as follows:

ARTICLE I: STATEMENT OF AGREEMENT

- A. The purpose of the document is to establish an ongoing and binding commitment of the parties regarding the artwork known as Arch of Nature, (hereafter identified as the “Artwork”), outlined in the attached accepted proposal (Appendix 1).

- B. This Agreement contains the entire understanding between the parties with respect to the subject matter herein, except the attached terms and conditions (Appendix 2). There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be amended or modified, except pursuant to a written instrument which has been duly authorized and executed by both parties to this Agreement. This Agreement replaces and supersedes any previous agreements by the parties.

- C. This Agreement includes an attached site plan and drawings depicting the location, text, and preliminary as-built drawings and documents for the artwork to be installed.

ARTICLE II: DUTIES AND RESPONSIBILITIES OF THE PARTIES

- A. The Artist shall have the following duties and responsibilities:

- B. Retain the copyright of the Artwork.
 - 1. Provide as-built drawings and documents of the Artwork to the City.
 - 2. Design any inscriptions or plaque, subject to approval by City Board of Park Commissioners, Board of Public Works, or appropriate board.
 - 3. Design, prepare plans for the mounting posts upon which the Artwork is placed.
 - 4. Access City property and the Artwork itself, to update the Artist recognition nameplates upon reasonable notice to the City in advance of such entry. Notice to the City shall be delivered to the City Clerk’s Office.

5. Provide a ten-year warranty for safe and sound performance of the sculpture, understanding that natural decay is a part of the intent of the sculpture.
 6. Should the Artwork in its natural decay become unsafe or unsound before the ten-year warranty period has expired, repair the Artwork within thirty (30) days' notice of the City's request.
 7. Perform removal at the request of the City, or pay the City for removal costs. Removal may be accomplished with piling and burning the Artwork materials with proper fire permit.
- C. The City shall have the following duties and responsibilities:
1. Assume cost of Artwork per accepted proposal and fee schedule (Appendix 3), including labor, materials, and installation of Artwork.
 2. Determine the location and placement of the Artwork, subject to Arts Board approval, after receiving input, if any, from the Artist and the public.
 3. Assume the cost of any inscriptions or plaque.
 4. Add the Artwork to its Local Government Property Insurance Fund or similar insurance coverage.
 5. Maintain the landscape surrounding the Artwork as to snow removal and grass cutting and any other grounds maintenance as deemed necessary by the City, subject to annual appropriation.
 6. Remove and dispose of the Artwork in any fashion of its choosing and will have no continuing obligation of any kind if § II.2.B of this Agreement is not completed. The City must notify the Artist at least ninety (90) days before removal and disposition in case the Artist wants to remove the Artwork. The artwork is intended to be ephemeral with a designed shelf-life of ten years, through which time it will naturally weather, decay and not be maintained in any significant way, as long as the sculpture remains safe and sound.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their authorized representatives on the date and year first above written.

Artist:

Signature: _____ Date _____

City of La Crosse:

Signature: _____ Title: Mayor _____ Date _____

Signature: _____ Title: City Clerk _____ Date _____