AGREEMENT

THIS AGREEMENT, dated this _____ Day of _____ 2025 by and between the City of Rock Falls, Illinois (hereinafter "City"), an Illinois Municipal Corporation and _____ (hereinafter "ARTIST") residing at _____. City and ARTIST shall jointly be referred to as "Parties".

WITNESSETH:

WHEREAS, CITY has planned an art exhibit to display large-scale sculptures created by artists throughout the nation (the "Sculpture Exhibition") and has requested ARTIST's participation therein; and

WHEREAS, ARTIST desires to participate in the Sculpture Exhibition by exhibiting a sculpture created by ARTIST ("Work") which is more specifically described in Exhibit "A" attached hereto, and hereby made a part of this AGREEMENT; and

WHEREAS, CITY agrees to display ARTIST's Work in the Sculpture Exhibition in accordance with the terms of this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties agree as follows:

1. **REPRESENTATIONS**. That the representations set forth in the foregoing recitals are material to this AGREEMENT and are hereby incorporated into and made a part of this AGREEMENT as though they were fully set forth in this Section 1.

2. **EXHIBITION PAYMENT**. Upon delivery of the Work following execution of this AGREEMENT, CITY shall pay ARTIST an Exhibition Payment of One Thousand Two Hundred Fifty Dollars ($1,250.00).

3. **DELIVERY OF WORK**. ARTIST shall deliver the Work to the Installation Site, as determined by City, at a date in August 2025. City shall provide notice to Artist of the proposed delivery date at least ten (10) days in advance thereof.

4. **INSTALLATION**. Provided that ARTIST has created the Work in to allow installation in a semi-permanent manner in an out of doors location, CITY shall be responsible for installing and maintaining ARTIST's Work in a neat, safe and workmanlike manner. The ARTIST shall be responsible for any repairs of the Work during the term of this AGREEMENT.

5. **DISPLAY PERIOD**. CITY shall display ARTIST's Work at the Installation Site until August 2026.

6. **SALE OF WORK**. At the time of delivery of the Work, the ARTIST will provide CITY with the Work's suggested selling price and with written directions on how a proposed purchaser may contact the ARTIST to purchase the Work. A copy of this information is attached hereto, marked Exhibit "C" and hereby made a part of this AGREEMENT. If requested, CITY will provide a prospective purchaser with information on how to contact the ARTIST to purchase the Work. The Parties expressly agree that CITY is under no obligation to advertise or otherwise solicit proposed purchasers to buy ARTIST's Work but if the Work is sold, CITY shall receive a commission of 10 per cent of the sale price.

7. **PUBLICITY**. CITY shall publicize the Work and shall list the Work and the ARTIST in any marketing material, including catalogs and tour maps.

8. **REMOVAL OF WORK**. ARTIST shall be responsible for removing the Work from the Installation Site in August of 2026 during normal business hours. Immediately prior to removing the Work, ARTIST shall contact CITY to inform CITY of the impending removal. Provided, however, the Work shall remain in place for exhibition until at least August 2026.

9. **INSURANCE AND INDEMNIFICATION**. CITY shall, at its own expense, secure fine art and liability insurance in such amounts as it deems reasonable. ARTIST shall be responsible for any deductible and for amounts above the insurance limit. ARTIST hereby unconditionally agrees to indemnify and save CITY harmless of and from any and all claims, demands, costs and expenses, including reasonable attorney fees, that may be made by the ARTIST or any other person or organization for personal injury or property damage arising directly or indirectly from this AGREEMENT and not covered by such insurance.

10. **WAIVER**. ARTIST hereby waives its rights with respect to the Work under 17 USCS Section 106A during the term of this AGREEMENT.

11. **TERM**. The term of this AGREEMENT shall be from the execution date of this AGREEMENT until the Work's removal in accordance with Section 8 of this AGREEMENT.

12. **ASSIGNMENT**. The Parties acknowledge that ARTIST's Work is unique and personal. Accordingly, ARTIST may not assign any rights hereunder.

13. **NOTICE**. All notices required or to be given pursuant hereto shall be in writing and either delivered personally or by a nationally recognized "over-night" courier service or mailed by United States certified or registered mail, postage prepaid, addressed to CITY and ARTIST as follows:

If to CITY

Melinda Jones
Director of Rock Falls Tourism
603 West Tenth Street
Rock Falls, IL 61071

If to ARTIST

Name: _____
Address: _____
_____
Email: _____
Phone: _____

A. Notices shall be deemed effective and properly delivered and received when and if either: (i) personally delivered; (ii) delivered by Federal Express or other overnight courier; or (iii) deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid.

B. Either Party may change the names and addresses of the persons to whom notices or copies thereof shall be delivered, by written notice to the other Party, as the case may be, in the manner herein provided for the service of notice.

13. **ENTIRE AGREEMENT**. This AGREEMENT contains the entire understanding of the Parties. It may not be changed orally, but only by an instrument signed by the Party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

14. **GOVERNING LAW**. This AGREEMENT shall be construed and enforced pursuant to the laws of the State of Illinois.

15. **DUE AUTHORITY**. The Parties each represent that they have due authority to enter into this AGREEMENT, and have executed this AGREEMENT by setting forth their respective signatures below.

16. **WAIVER OF CLAIMS.** ARTIST hereby expressly waives and relinquishes any and all claims or demands against CITY which may now exist or be asserted, or which may arise in the future for any damage or destruction of the Work, it being understood that CITY does not guarantee that the Work while on display will not be the subject of vandalism, damage from natural causes, or theft.

CITY OF ROCK FALLS, IL	ARTIST
By:_____	_____ Signature
	SSN/FEIN:_____

EXHIBIT A

SCULPTURE NAME AND SPECIFICATIONS

TITLE	
DIMENSIONS (HxLxW)	
BASE (LxW)	
MEDIUM	

EXHIBIT B

INSTALLATION SITE:

RB&W District Park-exact pedestal TBD

EXHIBIT C

SUGGESTED SALE PRICE

$_____