



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 24-1791, **Version:** 2

Interoffice Memorandum

DATE: November 21, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Carla Bell Johnson, AICP, Deputy County Administrator

FROM: Vicki Landon, Administrator, Arts and Cultural Affairs Office

CONTACT: Vicki Landon

PHONE: 407-836-5540

DIVISION: Arts and Cultural Affairs Office

ACTION REQUESTED:

Approval and execution of 2025 Sculpture on the Lawn Loan and Exhibition Agreements by and between Orange County, Florida and John E. Bannon, Lionel T. Dean, Manuel Ferreiro Badia, and Maxwell Hartley for the period of January 1, 2025, through January 31, 2026. (Arts and Cultural Affairs Office)

PROJECT: N/A

PURPOSE: Once a year our office extends an international artist call for the loan of sculptures for the yearlong Sculpture on the Lawn exhibition; subsequently, the Public Art Review Board chooses the four sculptures to be installed outside of the Orange County Administration Center. The mission of the Public Art Review Board is to include public art in Orange County for the benefit and education of its citizens while enhancing the visual environment through a diversity of styles, content, and artists. The following artists/lenders have agreed to loan their works for the period of January 1, 2025, through January 31, 2026, with each to receive a loan fee in the amount of \$5,000: John E. Bannon, Lionel T. Dean, Manuel Ferreiro Badia, and Maxwell Hartley. These agreements were reviewed by the County Attorney's Office and the Risk Management Division.

BUDGET: \$20,000

2025 Sculpture on the Lawn Loan and Exhibition Agreement

This Sculpture on the Lawn Loan and Exhibition Agreement (“Agreement”) is made and entered into by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida (“County”) and **John E. Bannon**, an individual (“Artist”).

WITNESSETH

WHEREAS, the Orange County Arts and Cultural Affairs Office borrows sculptures from various Artists for display on the lawn in front of the Orange County Administration Center; and

WHEREAS, Artist is the owner of the sculpture (“Sculpture”) depicted in **Exhibit “A”** to this Agreement and desires to loan the Sculpture to the County for placement on the lawn at the Orange County Administration Center, located at 201 South Rosalind Avenue, Orlando, Florida (“Administration Center”); and

WHEREAS, the County and Artist desire to enter into this Agreement in order to set forth the mutual understanding of the parties.

NOW THEREFORE in consideration of the foregoing and covenants hereinafter set forth, it is agreed as follows:

1. Purpose of Agreement. Artist, as the sole owner of the Sculpture, hereby agrees to loan the Sculpture to the County for the term specified in Section 2 of this Agreement.

2. Term. The term of the Agreement shall commence on a date no earlier than January 1, 2025, and no later than January 31, 2025; and shall terminate no earlier than January 1, 2026, and no later than January 31, 2026.

3. Loan Fee. County agrees to pay Artist a loan fee in the amount of five thousand and no/100 dollars (\$5,000.00). County shall pay the loan fee in two installments. The first installment shall be in the amount of four thousand and 00/100 dollars (\$4,000.00). The second installment of one thousand and 00/100 dollars (\$1,000.00) shall be paid upon removal. This loan fee is the only consideration that County will pay under the Agreement to the Artist.

4. Artist’s Warranties and Representations. Artist represents and warrants that they: a) are the owner of the Sculpture and all of the rights under copyright laws in the Sculpture; and b) have full authority to loan the Sculpture and grant the rights provided in the Agreement. Artist further represents and warrants that nothing in the Sculpture

defames any person or entity, infringes any copyright or otherwise violates the rights of any third party.

5. Durability of Sculpture. Artist represents and covenants that the Sculpture is made of durable material and will withstand the weather and climate in the area. The Artist assumes all responsibility and risk for any deterioration or weathering caused to the Sculpture as a result of its loan to the County.

6. Placement of the Sculpture. County will determine a location for the exhibition of the Sculpture on the Administration Center lawn. Based upon information about the location supplied by the County, Artist will provide a sketch of any required physical support base and the method of attachment to existing concrete pad construction. Once approved by the County, the Artist will modify the Sculpture, if necessary, with any required elements to attach the Sculpture to the existing concrete pad construction.

7. Delivery of the Sculpture. The Artist will agree to a precise delivery date with the County. Delivery shall take place during regular business hours unless specifically agreed to by the County. The Sculpture will be delivered to the exhibition location and installed on the existing concrete pad or temporary sculpture base at the precise location directed by County staff. The Artist is responsible for all shipping costs as well as the cost of the delivery vehicle used to deliver the Sculpture to the exhibition location. The Artist is responsible for bearing all costs associated with installation of the Sculpture. The County will provide the hardware specifications to attach the Sculpture to the concrete and temporary base pads.

8. Removal of the Sculpture. Artist will agree to a precise removal date with the County. Removal shall occur during regular business hours unless specifically agreed to by the County. The Sculpture will be removed from the exhibition location under the supervision of County staff. Artist will remove the Sculpture from the existing concrete pad construction on the pick-up date. Artist is responsible for all shipping costs associated with removal of the Sculpture.

9. County Discretion. County retains sole and complete discretion regarding County's exercise of rights granted under this Agreement. County reserves the right to move the Sculpture at any time, to any location, on the Administration Center lawn, or other County property, or to remove the Sculpture at any time from the exhibition. Except during an emergency related to public safety or the safety of the Sculpture, the County will contact the Artist prior to moving the Sculpture.

10. Insurance. County will insure the Sculpture up to its stated value or fifty thousand and 00/100 dollars (\$50,000.00), whichever is less, for theft or major vandalism. Artist will be responsible for any repairs needed due to fabrication defects or reasonable wear and tear of the object in a public location.

11. Sale of Sculpture during Exhibition. Artist is permitted to sell the Sculpture on display during the term of the Agreement. If the Sculpture is removed before the year-long display has ended, Artist agrees to replace the Sculpture with another similar sculpture. Artist must submit the new sculpture for approval by the Arts Commission prior to removing the Sculpture. If the Artist sells the Sculpture during the term of the Agreement and has it removed prior to the end of the term of this Agreement, the Artist agrees to contribute thirty percent (30%) of the Sculpture's sale to the County's Public Art program.

12. Indemnification. To the fullest extent permitted by law, Artist will defend, indemnify and hold harmless County from and against all claims (including claims of copyright infringement), damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the display of the art works as listed in this Agreement.

13. Additional expenses. Any expenses not addressed in this Agreement shall be the responsibility of the Artist.

14. Notices. All notices and communications pertaining to this Agreement shall be in writing, sent via certified mail with return receipt requested, and directed as follows:

County: Orange County Board of County Commissioners
Attn: Arts and Cultural Affairs
450 E. South St., Suite 345
Orlando, FL 32801

With copy to: County Administrator
P.O. Box 1393
Orlando, Florida 32802

Artist: John E. Bannon
2240 N. Campbell Ave.
Chicago, IL 60647
jeb@johnebannon.com
(773) 304-8124

Notice shall be deemed received on the third business day after mailing by certified mail with return receipt.

15. Change of Address. It is the sole responsibility of Artist to notify County of any change of address.

16. Photographs of Sculpture. Artist grants County the right to photograph and distribute photographs of the Sculpture for non-commercial public information purposes. Photographs may appear in media releases, County newsletters, on the Orange County website, and exhibition printed matter and/or website. Artist will provide County with digital images and printed matter.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

18. Venue. Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.

19. No Third-Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to this Agreement.

20. Waiver. A party's failure, neglect or delay to enforce the provisions, rights or remedies of this Agreement will not be construed or deemed to be a waiver of such party's rights to do so and will not affect the validity of all or any party of this Agreement or prejudice such party's right to take subsequent action.

21. Entire Agreement. This Agreement, including its attachments hereto, contains the entire agreement between the Parties with respect to the subject matter, and supersedes all previous communications, representations, understandings, and agreements either oral or written, between the Parties with respect to the subject matter. This Agreement may not be modified or amended except in writing and signed by a duly authorized representative of each Party.

IN WITNESS WHEREOF, the parties have executed this Agreement of the date and year of the last signature below.



COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Bryant B. Demings

for Jerry L. Demings
Orange County Mayor

Date: 17 December 2024

ATTEST: Phil Diamond, CPA, County Comptroller,
as Clerk of the Board of County Commissioners

By: Jennifer Lara-Klimetz

Deputy Clerk

for Jennifer Lara-Klimetz

Printed Name

ARTIST:

By: J. L. E. B.

John E. Bannon

Date: 11/20/2024

EXHIBIT "A"

**2025 SCULPTURE ON THE LAWN EXHIBITION AGREEMENT BETWEEN
ORANGE COUNTY
AND
JOHN E. BANNON**

ARTWORK

TITLE: *Drop*

DATE: 2019

MATERIALS: Painted steel, cast urethane

DIMENSIONS: 144" x 20" x 22"

RETAIL PRICE: \$18,000.00



LD.

BCC Mtg. Date: December 17, 2024

2025 Sculpture on the Lawn Loan and Exhibition Agreement

This Sculpture on the Lawn Loan and Exhibition Agreement ("Agreement") is made and entered into by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida ("County") and **Lionel T. Dean**, an individual ("Artist").

WITNESSETH

WHEREAS, the Orange County Arts and Cultural Affairs Office borrows sculptures from various Artists for display in front of the Orange County Administration Center; and

WHEREAS, Artist is the owner of the sculpture ("Sculpture") depicted in **Exhibit "A"** to this Agreement and desires to loan the Sculpture to the County for placement on the lawn at the Orange County Administration Center, located at 201 South Rosalind Avenue, Orlando, Florida ("Administration Center"); and

WHEREAS, the County and Artist desire to enter into this Agreement in order to set forth the mutual understanding of the parties.

NOW THEREFORE in consideration of the foregoing and covenants hereinafter set forth, it is agreed as follows:

1. Purpose of Agreement. Artist, as the sole owner of the Sculpture, hereby agrees to loan the Sculpture to the County for the term specified in Section 2 of this Agreement.

2. Term. The term of the Agreement shall commence on a date no earlier than January 1, 2025, and no later than January 31, 2025; and shall terminate no earlier than January 1, 2026, and no later than January 31, 2026.

3. Loan Fee. County agrees to pay Artist a loan fee in the amount of five thousand and no/100 dollars (\$5,000.00). County shall pay the loan fee in two installments. The first installment shall be in the amount of four thousand and 00/100 dollars (\$4,000.00). The second installment of one thousand and 00/100 dollars (\$1,000.00) shall be paid upon removal. This loan fee is the only consideration that County will pay under the Agreement to the Artist.

4. Artist's Warranties and Representations. Artist represents and warrants that they: a) are the owner of the Sculpture and all of the rights under copyright laws in the Sculpture; and b) have full authority to loan the Sculpture and grant the rights provided in the Agreement. Artist further represents and warrants that nothing in the

LTD.

Sculpture defames any person or entity, infringes any copyright, or otherwise violates the rights of any third party.

5. Shipping. Artist shall bear all costs related to the shipping and delivery of the Sculpture to the installation site. All expenses incurred in returning the Sculpture to the Artist, including but not limited to return shipping, customs fees, shall be the responsibility of the Artist.

6. Customs. Artist is responsible for making all arrangements relating to the import and export of the Sculpture. Artist will work with a customs agent who will be both the verified exporter and importer of the Sculpture. Artist shall be responsible for bearing the cost of any fees that may be incurred as a result of importing and exporting the Sculpture to and from the United States- including, but not limited to, any customs fees.

7. Taxes. Artist agrees to bear the cost of all taxes imposed by the Artist's home country and/or any United States federal or state taxes.

8. Additional expenses. Any expenses not addressed in this Agreement shall be paid by the Artist.

9. Delivery of the Sculpture. The Artist will agree to a precise delivery date of the Sculpture with the County. Delivery shall take place during regular business hours unless specifically agreed to by the County. If delivery of Sculpture is delayed beyond the agreed upon date, Artist shall be responsible for all additional costs resulting from said delay. The Sculpture will be delivered to the exhibition location and installed on the existing concrete pad or temporary sculpture base at the precise location directed by County staff. The Artist is responsible for all shipping costs including the cost of the delivery vehicle used to deliver the Sculpture to the exhibition location. The Artist shall provide the hardware and specifications to attach the Sculpture to the concrete and temporary base pads.

10. Placement of the Sculpture. County will determine a location for the exhibition of the Sculpture on the Administration Center lawn. Based upon information about the location supplied by the County, Artist will provide a sketch of any required physical support base and the method of attachment to existing concrete pad construction. Once approved by the County, the Artist will modify the Sculpture, if necessary, with any required elements to attach the Sculpture to the existing concrete pad construction.

11. Durability of Sculpture. Artist represents and covenants that the Sculpture is made of durable material and will withstand the weather and climate in the area. The

LTD.

Artist assumes all responsibility and risk for any deterioration or weathering caused to the Sculpture as a result of its loan to the County.

12. Removal of the Sculpture. Artist shall agree to a precise removal date for deinstallation and removal of the Sculpture. Removal shall occur during regular business hours unless specifically agreed to by the County. The Sculpture will be removed from the exhibition location under the supervision of County staff. Artist is responsible for arranging for storage of the shipping crates to be used at deinstallation. Alternatively, Artist may arrange for new crates to be built for return shipping. Artist shall bear all costs associated with the storage or construction of the shipping crates used at deinstallation. Artist is responsible for all shipping costs associated with removal of the Sculpture.

13. County Discretion. County retains sole and complete discretion regarding County's exercise of rights granted under this Agreement. County reserves the right to move the Sculpture at any time, to any location, on the Administration Center lawn, or other County property, or to remove the Sculpture at any time from the exhibition. Except during an emergency related to public safety or the safety of the Sculpture, the County will contact the Artist prior to moving the Sculpture.

14. Insurance. County will insure the Sculpture up to its stated value or fifty thousand and 00/100 dollars (\$50,000.00), whichever is less, for theft or major vandalism. Artist will be responsible for any repairs needed due to fabrication defects or reasonable wear and tear of the Sculpture in a public location.

15. Indemnification. To the fullest extent permitted by law, Artist will defend, indemnify and hold harmless County from and against all claims (including claims of copyright infringement), damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the display of the art works as listed in this Agreement.

16. Notices. All notices and communications pertaining to this Agreement shall be in writing, sent via certified mail with return receipt requested, and directed as follows:

County: Orange County Board of County Commissioners
Attn: Arts and Cultural Affairs
450 E. South St., Suite 345
Orlando, FL 32801

With copy to: County Administrator
P.O. Box 1393

LTD.

Orlando, Florida 32802

Artist: Lionel T. Dean
52 Rauceby Drove, South Rauceby
Sleaford, AZ UK NG34 8PT
theodean436@gmail.com
770556537

Notice shall be deemed received on the third business day after mailing by certified mail with return receipt.

17. Change of Address. It is the sole responsibility of Artist to notify County of any change of address.

18. Photographs of Sculpture. Artist grants County the right to photograph and distribute photographs of the Sculpture for non-commercial public information purposes. Photographs may appear in media releases, County newsletters, on the Orange County website, and exhibition printed matter and/or website. Artist will provide County with digital images and printed matter.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

20. Venue. Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.

21. No Third-Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to this Agreement.

22. Waiver. A party's failure, neglect or delay to enforce the provisions, rights or remedies of this Agreement will not be construed or deemed to be a waiver of such party's rights to do so and will not affect the validity of all or any party of this Agreement or prejudice such party's right to take subsequent action.

LTD.

23. Entire Agreement. This Agreement, including its attachments hereto, contains the entire agreement between the Parties with respect to the subject matter, and supersedes all previous communications, representations, understandings, and agreements either oral or written, between the Parties with respect to the subject matter. This Agreement may not be modified or amended except in writing and signed by a duly authorized representative of each Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement of the date and year of the last signature below.



COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*

JLD Jerry L. Demings
Orange County Mayor

Date: *17 December 2024*

ATTEST: Phil Diamond, CPA, County Comptroller,
as Clerk of the Board of County Commissioners

By: *Jennifer Lara-Keimtz*
JLK Deputy Clerk

Jennifer Lara-Keimtz

Printed Name

ARTIST:

By: *[Signature]*

Lionel T. Dean

Date: *29th October 2024*

EXHIBIT "A"

2025 SCULPTURE ON THE LAWN EXHIBITION AGREEMENT BETWEEN
ORANGE COUNTY
AND
LIONEL T. DEAN

ARTWORK

TITLE
: *Blue Mulberry*

DATE: 2024

MATERIALS: 3D printing with GRP

DIMENSIONS: 94.5" x 43.3" x 43.3"

RETAIL PRICE: \$15,000.00



L.T. Dean
29/10/2024.

BCC Mtg. Date: December 17, 2024

2025 Sculpture on the Lawn Loan and Exhibition Agreement

This Sculpture on the Lawn Loan and Exhibition Agreement ("Agreement") is made and entered into by and between Orange County, Florida, a charter county and political subdivision of the State of Florida ("County") and Manuel Ferreiro Badia, an individual ("Artist").

WITNESSETH

WHEREAS, the Orange County Arts and Cultural Affairs Office borrows sculptures from various Artists for display in front of the Orange County Administration Center; and

WHEREAS, Artist is the owner of the sculpture ("Sculpture") depicted in Exhibit "A" to this Agreement and desires to loan the Sculpture to the County for placement on the lawn at the Orange County Administration Center, located at 201 South Rosalind Avenue, Orlando, Florida ("Administration Center"); and

WHEREAS, the County and Artist desire to enter into this Agreement in order to set forth the mutual understanding of the parties.

NOW THEREFORE in consideration of the foregoing and covenants hereinafter set forth, it is agreed as follows:

1. Purpose of Agreement. Artist, as the sole owner of the Sculpture, hereby agrees to loan the Sculpture to the County for the term specified in Section 2 of this Agreement.

2. Term. The term of the Agreement shall commence on a date no earlier than January 1, 2025, and no later than January 31, 2025; and shall terminate no earlier than January 1, 2026, and no later than January 31, 2026.

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4. Artist's Warranties and Representations. Artist represents and warrants that they: a) are the owner of the Sculpture and all of the rights under copyright laws in the Sculpture; and b) have full authority to loan the Sculpture and grant the rights provided in the Agreement. Artist further represents and warrants that nothing in the Sculpture

defames any person or entity, infringes any copyright, or otherwise violates the rights of any third party.

5. Shipping. Artist shall bear all costs related to the shipping and delivery of the Sculpture to the installation site. All expenses incurred in returning the Sculpture, including but not limited to return shipping, customs fees, and/or taxes shall be the responsibility of the Artist.

6. Customs. Artist is responsible for making all arrangements relating to the import and export of the Sculpture. Artist will work with a customs agent who will be both the verified exporter and importer of the Sculpture. Artist shall be responsible for bearing the cost of any fees that may be incurred as a result of importing and exporting the Sculpture to and from the United States- including, but not limited to, any customs fees.

7. Taxes. Artist agrees to bear the cost of all taxes imposed by the Artist's home country and/or any United States federal or state taxes.

8. Additional expenses. Any expenses not addressed in this Agreement, shall be paid by the Artist.

9. Delivery of the Sculpture. The Artist will agree to a precise delivery date of the Sculpture with the County. Delivery shall take place during regular business hours unless specifically agreed to by the County. If delivery of Sculpture is delayed beyond the agreed upon date, Artist shall be responsible for all additional costs resulting from said delay. The Sculpture will be delivered to the exhibition location and installed on the existing concrete pad or temporary sculpture base at the precise location directed by County staff. The Artist is responsible for all shipping costs including the cost of the delivery vehicle used to deliver the Sculpture to the exhibition location. The Artist shall provide the hardware and specifications to attach the Sculpture to the concrete and temporary base pads.

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County: Orange County Board of County Commissioners
Attn: Arts and Cultural Affairs
450 E. South St., Suite 345
Orlando, FL 32801

With copy to: County Administrator
P.O. Box 1393
Orlando, Florida 32802

Artist: Manuel Ferreiro Badia
c/Concepcion Arenal 1
A Coruña, Spain 15-006

admin@ferreirobadia.com
+34646936635

Notice shall be deemed received on the third business day after mailing by certified mail with return receipt.

17. Change of Address. It is the sole responsibility of Artist to notify County of any change of address.

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This Agreement may not be modified or amended except in writing and signed by a duly authorized representative of each Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Handwritten signature]

IN WITNESS WHEREOF, the parties have executed this Agreement of the date and year of the last signature below.

COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: *Jerry L. Demings*

Jerry L. Demings
Orange County Mayor

Date: *17 December 2024*

ATTEST: Phil Diamond, CPA, County Comptroller,
as Clerk of the Board of County Commissioners

By: *Jennifer Lara-Kimetz*
Deputy Clerk

Jennifer Lara-Kimetz

Printed Name

ARTIST:

By: *Manuel Ferreiro Badia*

Manuel Ferreiro Badia

Date: *23-10-2024*

EXHIBIT "A"

2025 SCULPTURE ON THE LAWN EXHIBITION AGREEMENT BETWEEN
ORANGE COUNTY
AND
MANUEL FERREIRO BADIA

ARTWORK

TITLE: *Compostela, a fractal study of a shell*

DATE: 2016

MATERIALS: Stainless Steel

DIMENSIONS: 202" x 135" x 135" (base included)

RETAIL PRICE: \$20,000.00

Follow



BCC Mtg. Date: December 17, 2024

2025 Sculpture on the Lawn Loan and Exhibition Agreement

This Sculpture on the Lawn Loan and Exhibition Agreement (“Agreement”) is made and entered into by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida (“County”) and **Maxwell Hartley**, an individual (“Artist”).

WITNESSETH

WHEREAS, the Orange County Arts and Cultural Affairs Office borrows sculptures from various Artists for display on the lawn in front of the Orange County Administration Center; and

WHEREAS, Artist is the owner of the sculpture (“Sculpture”) depicted in **Exhibit “A”** to this Agreement and desires to loan the Sculpture to the County for placement on the lawn at the Orange County Administration Center, located at 201 South Rosalind Avenue, Orlando, Florida (“Administration Center”); and

WHEREAS, the County and Artist desire to enter into this Agreement in order to set forth the mutual understanding of the parties.

NOW THEREFORE in consideration of the foregoing and covenants hereinafter set forth, it is agreed as follows:

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4. Artist’s Warranties and Representations. Artist represents and warrants that they: a) are the owner of the Sculpture and all of the rights under copyright laws in the Sculpture; and b) have full authority to loan the Sculpture and grant the rights provided in the Agreement. Artist further represents and warrants that nothing in the Sculpture

defames any person or entity, infringes any copyright or otherwise violates the rights of any third party.

5. Durability of Sculpture. Artist represents and covenants that the Sculpture is made of durable material and will withstand the weather and climate in the area. The Artist assumes all responsibility and risk for any deterioration or weathering caused to the Sculpture as a result of its loan to the County.

6. Placement of the Sculpture. County will determine a location for the exhibition of the Sculpture on the Administration Center lawn. Based upon information about the location supplied by the County, Artist will provide a sketch of any required physical support base and the method of attachment to existing concrete pad construction. Once approved by the County, the Artist will modify the Sculpture, if necessary, with any required elements to attach the Sculpture to the existing concrete pad construction.

7. Delivery of the Sculpture. The Artist will agree to a precise delivery date with the County. Delivery shall take place during regular business hours unless specifically agreed to by the County. The Sculpture will be delivered to the exhibition location and installed on the existing concrete pad or temporary sculpture base at the precise location directed by County staff. The Artist is responsible for all shipping costs as well as the cost of the delivery vehicle used to deliver the Sculpture to the exhibition location. The Artist is responsible for bearing all costs associated with installation of the Sculpture. The County will provide the hardware specifications to attach the Sculpture to the concrete and temporary base pads.

8. Removal of the Sculpture. Artist will agree to a precise removal date with the County. Removal shall occur during regular business hours unless specifically agreed to by the County. The Sculpture will be removed from the exhibition location under the supervision of County staff. Artist will remove the Sculpture from the existing concrete pad construction on the pick-up date. Artist is responsible for all shipping costs associated with removal of the Sculpture.

9. Additional expenses. Any expenses not addressed in this Agreement shall be paid by the Artist.

10. County Discretion. County retains sole and complete discretion regarding County's exercise of rights granted under this Agreement. County reserves the right to move the Sculpture at any time, to any location, on the Administration Center lawn, or other County property, or to remove the Sculpture at any time from the exhibition. Except during an emergency related to public safety or the safety of the Sculpture, the County will contact the Artist prior to moving the Sculpture.

11. Insurance. County will insure the Sculpture up to its stated value or fifty thousand and 00/100 dollars (\$50,000.00), whichever is less, for theft or major vandalism. Artist will be responsible for any repairs needed due to fabrication defects or reasonable wear and tear of the object in a public location.

12. Sale of Sculpture during Exhibition. Artist is permitted to sell the Sculpture on display during the term of this Agreement. If the Sculpture is removed before the year-long display has ended, Artist agrees to replace the Sculpture with another similar sculpture. Artist must submit the new sculpture for approval by the Arts Commission prior to removing the Sculpture. If the Artist sells the Sculpture during the term of the Agreement and has it removed prior to the end of the term of this Agreement, the Artist agrees to contribute thirty percent (30%) of the Sculpture's sale to the County's Public Art program.

13. Indemnification. To the fullest extent permitted by law, Artist will defend, indemnify and hold harmless County from and against all claims (including claims of copyright infringement), damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the display of the art works as listed in this Agreement.

14. Notices. All notices and communications pertaining to this Agreement shall be in writing, sent via certified mail with return receipt requested, and directed as follows:

County: Orange County Board of County Commissioners
Attn: Arts and Cultural Affairs
450 E. South St., Suite 345
Orlando, FL 32801

With copy to: County Administrator
P.O. Box 1393
Orlando, Florida 32802

Artist: Maxwell Hartley
2238 River Ridge Road
DeLand, FL 32720
maxwellhartley@gmail.com
(407) 620-9646

Notice shall be deemed received on the third business day after mailing by certified mail with return receipt.

15. Change of Address. It is the sole responsibility of Artist to notify County of any change of address.

16. Photographs of Sculpture. Artist grants County the right to photograph and distribute photographs of the Sculpture for non-commercial public information purposes. Photographs may appear in media releases, County newsletters, on the Orange County website, and exhibition printed matter and/or website. Artist will provide County with digital images and printed matter.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

18. Venue. Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any action, and further agrees that any such action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action in Orange County, Florida.

19. No Third-Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to this Agreement.

20. Waiver. A party's failure, neglect or delay to enforce the provisions, rights or remedies of this Agreement will not be construed or deemed to be a waiver of such party's rights to do so and will not affect the validity of all or any party of this Agreement or prejudice such party's right to take subsequent action.

21. Entire Agreement. This Agreement, including its attachments hereto, contains the entire agreement between the Parties with respect to the subject matter, and supersedes all previous communications, representations, understandings, and agreements either oral or written, between the Parties with respect to the subject matter. This Agreement may not be modified or amended except in writing and signed by a duly authorized representative of each Party.

IN WITNESS WHEREOF, the parties have executed this Agreement of the date and year of the last signature below.



COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Jerry L. Demings

JLD
Jerry L. Demings
Orange County Mayor

Date: 17 December 2024

ATTEST: Phil Diamond, CPA, County Comptroller,
as Clerk of the Board of County Commissioners

By: Jennifer Lara-Klinsky

Deputy Clerk

Jennifer Lara-Klinsky

Printed Name

ARTIST:

By: MAXWELL HARTLEY

Maxwell Hartley

Date: 10/22/24

EXHIBIT "A"

2025 SCULPTURE ON THE LAWN EXHIBITION AGREEMENT BETWEEN ORANGE COUNTY AND MAXWELL HARTLEY

ARTWORK

TITLE

: *Melt Piece*

DATE: 2024

MATERIALS: Wood, Resin, Steel, Concrete

DIMENSIONS: 80" x 70" x 50"

RETAIL PRICE: \$15,000

Proposal Sketch

Sculpture on the Lawn: 2024
Maxwell Hartley
Melt Piece

Completed Resin Casting
Total Height with Pedestal:
80"

Total Width:
70"



Pedestal to be built for exhibition:
Cast concrete, 50" Diameter x 24" Height
Hollow with light fixture built in.
Resin Casting Secured from below.