


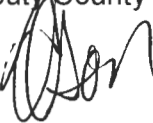


Interoffice Memorandum

October 25, 2022

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THRU: Carla Bell Johnson, AICP, Deputy County Administrator 

CONTACT: Terry Olson, Administrator 
Arts and Cultural Affairs Office

SUBJECT: **November 15, 2022 – Consent Agenda Item**
Sculpture on the Lawn Loan and Exhibition Agreements

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, 2023 through January 23, 2024, with each to receive a loan fee in the amount of \$5,000: Chantal Derderian Christol, Dreams Factory LLC., John Phillips, and Charles Pilkey.

These agreements were reviewed by the County Attorney's office.

ACTION REQUESTED: **Approval and execution of 2023 Sculpture on the Lawn Loan and Exhibition Agreements by and between Orange County, Florida and Chantal Derderian Christol, Dreams Factory LLC., John Phillips, and Charles Pilkey for the period of January 1, 2023 through January 31, 2024.**

TO/Is

- c. Byron W. Brooks, AICP, County Administrator
- Carla Bell Johnson, AICP, Deputy County Administrator



2023 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 **Dreams Factory LLC.**, a limited liability company (“Lender”).

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, Lender is the owner of the sculpture (“Sculpture”) listed 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 Lender 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. Lender, as the sole owner of the Sculpture, hereby agrees to loan the Sculpture to the County for the period of time specified in Section 2 of this Agreement.

2. Term. The term of the Agreement shall commence on a date no earlier than January 1, 2023 and no later than January 31, 2023; and shall terminate no earlier than January 1, 2024 and no later than January 31, 2024.

3. Loan Fee. County agrees to pay Lender 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 Lender.

4. Lender’s Warranties and Representations. Lender represents and warrants that it: a) is the owner of the Sculpture and all of the rights under copyright in the Sculpture; and b) has full authority to loan the Sculpture and grant the rights provided in the Agreement. Lender 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. Lender represents and covenants that the Sculpture is made of durable material and will withstand the weather and climate in the area. The Lender 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, Lender 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 Lender 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 Lender 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 Lender 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 Lender is responsible for bearing all costs associated with installation of the Sculpture. Lender will provide the hardware specifications to attach the Sculpture to the concrete and temporary base pads.

8. Removal of the Sculpture. Lender 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. Lender will remove the Sculpture from the existing concrete pad construction on the pick-up date. Lender is responsible for all shipping costs associate 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 Lender 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. Lender 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. Lender will be able to sell the Sculpture on display during the year. If the Sculpture is removed before the year-long display has ended Lender agrees to replace the Sculpture with another similar sculpture. Lender must submit the new sculpture for approval by the Arts Commission prior to removing the Sculpture. If the Lender sells the Sculpture during the term of the Agreement and has it removed prior to the end of the term of this Agreement, the Lender 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, Lender 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. Notices. All notices and communications pertaining to this Agreement shall be 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

Lender: Dreams Factory LLC
1361 Aronimink Drive
Mount Dora, FL 32757
projects@joaquinrestrepo.com
(407) 232-5667

14. Change of Address. It is the sole responsibility of Lender to notify County of any change of address.

15. Photographs of Sculpture. Lender 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. Lender will provide County with digital images and printed matter.

16. 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.

17. 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.

18. 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.

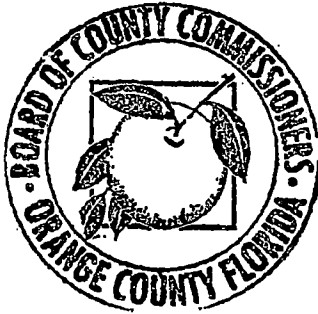
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IN WITNESS WHEREOF, the parties have executed this Agreement of the date and year of the last signature below.

COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: Jerry L. Demings

for Jerry L. Demings
Orange County Mayor

Date: November 15, 2022

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

By: Katie Smith

Deputy Clerk

Katie Smith

Printed Name

LENDER:

By: Joaquín Restrepo
Joaquín Restrepo
Dreams Factory LLC

Date: October 18th, 2023

EXHIBIT "A"

**2023 SCULPTURE ON THE LAWN EXHIBITION AGREEMENT BETWEEN
ORANGE COUNTY
AND
JOAQUIN RESTREPO**

ARTWORK

TITLE: Intus

DATE: 2022

MATERIALS: wood, resin and iron

DIMENSIONS: 79" x 118" x 118"

RETAIL PRICE: \$48,500



2023 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 Phillips**, 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”) listed 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 period of time specified in Section 2 of this Agreement.

2. Term. The term of the Agreement shall commence on a date no earlier than January 1, 2023 and no later than January 31, 2023; and shall terminate no earlier than January 1, 2024 and no later than January 31, 2024.

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 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 associate 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 will be able to sell the Sculpture on display during the year. 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. Notices. All notices and communications pertaining to this Agreement shall be 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 Phillips
313 E. Jefferson Street
Montgomery, AL 36104
john@phillipsmetalworks.com
(334) 263-9931

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

15. 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.

16. 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.

17. 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.

18. 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.

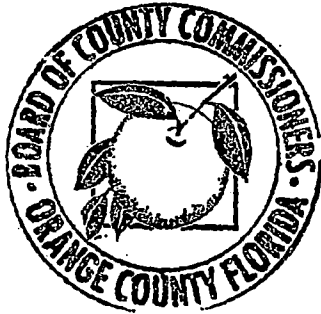
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IN WITNESS WHEREOF, the parties have executed this Agreement of the date and year of the last signature below.

COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: *Jerry L. Demings*

for Jerry L. Demings
Orange County Mayor

Date: November 15, 2022

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

By: *Katie Smith*

Deputy Clerk

Katie Smith

Printed Name

ARTIST:

By: *John Phillips*
John Phillips

Date: 9 sep 22

EXHIBIT "A"

**2023 SCULPTURE ON THE LAWN EXHIBITION AGREEMENT BETWEEN
ORANGE COUNTY
AND
JOHN PHILLIPS**

ARTWORK

TITLE: *Cutting Up*

DATE: 2020

MATERIALS: steel and concrete

DIMENSIONS: 17' x 5' x 5'

RETAIL PRICE: \$17,500.00



BCC Mtg. Date: November 15, 2022

2023 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 **Chantal Derderian Christol**, 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") listed 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, 2023 and no later than January 31, 2023; and shall terminate no earlier than January 1, 2024 and no later than January 31, 2024.

3. Loan Fee. In consideration for this loan, County agrees to pay Patikd LLC. a loan fee in the amount of five thousand and no/100 dollars (\$5,000.00). The loan fee shall be sent to 2774 Landmark Drive, Clearwater, Florida 33761. 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. The loan fee shall be paid in United States dollars via check from a United States bank.

4. Artist's Warranties and Representations. Artist represents and warrants that he/she: a) is the owner of the Sculpture and all of the rights under copyright in the Sculpture; and b) has 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 Artwork to the installation site. All expenses incurred in order to return the Artwork, including but not limited to return shipping, shall be the responsibility of the Artist.

6. Customs. Artist is responsible for making all arrangements relating to the importation of the Artwork. Artist will work with a customs agent who will be both the verified exporter and importer of the Artwork. Artist shall be responsible for bearing the cost of any fees that may be incurred as a result of importing the Artwork into 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.

8. Unexpected expenses. Any unforeseen expenses arising out of 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 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 and County shall agree to a precise removal date for deinstallation and removal of the Sculpture. 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.

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 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: Chantal Derderian Christol
91 Av André Ampère, Castelnau Le Lez
Hérault, France 34170
artist@chantal-derderian-christol.com
+33 6 13 57 09 89

CD

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. 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.

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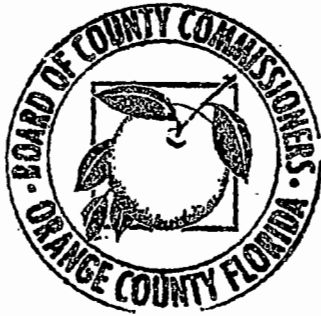


IN WITNESS WHEREOF, the parties have executed this Agreement of the date and year of the last signature below.

COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: Raymond B. Bowers

for Jerry L. Demings
Orange County Mayor

Date: November 15, 2022

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

By: Katie Smith

Deputy Clerk

Katie Smith

Printed Name

ARTIST:

By: [Signature]

Chantal Derderian Christol

Chantal DERDERIAN CHRISTOL

Artiste - Peintre

91 Av André Ampère

34170 CASTELNAU-LE-LEZ

06 13 57 09 89

N° Siret : 81080991300017

Date: August 13 2022

EXHIBIT "A"

**2023 SCULPTURE ON THE LAWN EXHIBITION AGREEMENT
BETWEEN ORANGE COUNTY
AND
CHANTAL DERDERIAN CHRISTOL**

ARTWORK

TITLE: Harmonie

DATE: 2022

MATERIALS: powder coated solid steel

DIMENSIONS: 8' x 7' x 5'

RETAIL PRICE: \$26,000.00



August 13 2022

Chantal Derderian Christol
Chantal DERDERIAN CHRISTOL

Artiste - Peintre

91 Av André Ampère

34170 CASTELNAU-LE-LEZ

06 13 57 09 89

N° Siret : 81080001300017

BCC Mtg. Date: November 15, 2022

2023 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 **Charles Pilkey**, 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”) listed 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 period of time specified in Section 2 of this Agreement.

2. Term. The term of the Agreement shall commence on a date no earlier than January 1, 2023 and no later than January 31, 2023; and shall terminate no earlier than January 1, 2024 and no later than January 31, 2024.

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.

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 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 associate 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 will be able to sell the Sculpture on display during the year. 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. Notices. All notices and communications pertaining to this Agreement shall be 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: Charles Pilkey
8800 Glencroft Road
Mint Hill, NC 28227
cpilkeysulptor@gmail.com
(202) 487-7912

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

15. 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.

16. 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.

17. 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.

18. 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.

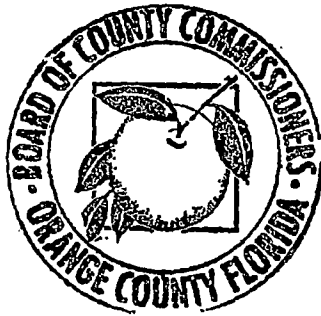
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IN WITNESS WHEREOF, the parties have executed this Agreement of the date and year of the last signature below.

COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: *Raymond B. Brown*

for Jerry L. Demings
Orange County Mayor

Date: November 15, 2022

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

By: *Katie Smith*

Deputy Clerk

Katie Smith

Printed Name

ARTIST:

By: *Charles Pilkey*
Charles Pilkey

Date: August 29th, 2022

EXHIBIT "A"

2023 SCULPTURE ON THE LAWN EXHIBITION AGREEMENT BETWEEN
ORANGE COUNTY
AND
CHARLES PILKEY

ARTWORK

TITLE: Steampunk Babylon

DATE: 2021

MATERIALS: steel and bronze

DIMENSIONS: 10' x 5' x 5'

RETAIL PRICE: \$20,000.00

