

## SCULPTURE ON THE LAWN DONATION AGREEMENT

This **Sculpture on the Lawn Donation 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 on the lawn in front of the Orange County Administration Center; and

**WHEREAS**, on December 17, 2024, the County and Artist entered into an agreement for the loan and exhibition of the sculpture, "Compostela, a fractal study of a shell" ("Sculpture") depicted in **Exhibit "A"** to this Agreement; and

**WHEREAS**, the Artist now desires to donate the Sculpture to the County.

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

1. **Donation and Acceptance.** The Artist hereby conveys by donation the Sculpture, shown in **Exhibit "A"**, and its legal title to the County. County hereby accepts the donation of the Sculpture under the terms and conditions set forth in this Agreement. Artist certifies that the Sculpture is not subject to third party claims of royalties, or copyright or trademark infringement. The Artist intends by this donation to relinquish all legal claim of right to title, royalties, copyright or trademark of the Sculpture.
2. **Effective Date.** This Agreement shall become effective upon the date of full execution by both parties.
3. **Removal or Relocation.** County retains the right to relocate or permanently remove the Sculpture from public display for any reason, in the sole discretion of the County.
4. **Indemnification.** Artist shall indemnify and hold harmless the County, its officers, agents and employees from and against any and all claims, demands, suits, actions, liabilities, damages, costs and expenses, including reasonable attorney's

fees, arising out of or related to any actual or alleged infringement of any copyright, trademark or other intellectual property right of any third-party.

5. **Governing Law and Venue.** The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement. The parties hereby irrevocably submit to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any legal action. The parties further agree 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.

6. **Entire Agreement.** This donation agreement constitutes the entire understanding between the parties and supersedes all previous discussion, understandings and agreements relating to the matters set forth herein.

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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: \_\_\_\_\_

Jerry L. Demings  
Orange County Mayor

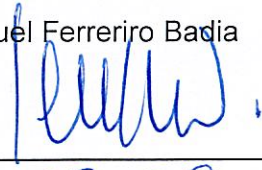
ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_

Deputy Clerk

ARTIST

Manuel Ferreriro Badia

By: 

Date: 03-09-2026

## EXHIBIT "A"

### SCULPTURE ON THE LAWN DONATION AGREEMENT

#### 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

