

CONTRACT FOR VETERAN'S MEMORIAL SCULPTURE

BETWEEN: Village of Hanover Park ("Collector")

AND: Bruce A. Niemi ("Artist")

DATED: May 2, 2012

WHEREAS the Collector desires the Artist to create the work ("WORK") selected by the Veteran's Memorial Sculpture Selection Committee as represented by the "Eternally Remembered" maquette in the Artist's style,

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

I. Size

Approximately 10'H X 4'W X 4'D (not including the base supplied by the Collector)

II. Materials

304L stainless steel 3/8ths plate, 5/16ths plate and 1/4" plate, stainmix welding gas, grinding discs, polishing discs, stainless steel fasteners, and epoxy for installation.

III. Purchase Price and Schedule of Payments

(a) Collector agrees to pay purchase price of \$25,000.00

(b) Schedule of payment as follows:

One-third (1/3) upon signing of the contract.

One-third (1/3) upon 75% completion of the Work.

One-third (1/3) upon delivery of the Work.

The above stated purchase price includes the cost of materials necessary to create the Work.

IV. Collector's Right to Inspect Work in Progress

(a) Collector may at reasonable times review the Work in progress. Such visits shall be preceded by a telephone call to arrange a convenient time for both parties.

(b) If prior to the Work's completion, the Collector observes or otherwise becomes aware of any fault or defect or nonconformance with the preliminary design, he/she shall promptly notify the Artist in person.

V. Artist Assistance

The Artist will assist in lighting the sculpture, working in conjunction with 3-D Design Studio.

VI. Completion of Work

Completion of the Work is to be determined exclusively by the Artist, who shall use his/her professional judgment. It is mutually understood and agreed that it may not be possible to create the Work exactly as depicted in the preliminary design, but that the Artist is obligated to use his/her best professional judgment to create the Work according to the style and intent of the preliminary design.

VII. Date of Delivery

- (a) The Artist agrees to complete and install the Work at the Collector's site by October 1, 2012.
- (b) If the completion of the Work is to be delayed by the act or neglect of the Collector, by labor disputes, fire, theft, shortages of materials, unusual transportation delays, or by other external forces or natural calamities outside the Artist's control, the Artist shall be entitled to extend the completion date, by written notification to the Collector, by a period of time equal to the period of such delay.
- (c) In the event of an incapacitating illness or injury to the Artist, the Artist shall be entitled to extend the completion date, by written notification to the Collector, by a period of time equal to the period the Artist was ill or injured. If the Artist is incapacitated such that he is unable to complete the work he, or his wife/partner, Susan, will sub-contract for its completion by associates who work with the Artist, at no additional cost to Collector.
- (d) It is understood that delay of any payment may extend the completion date by a period of time equal to the delay of payment.

VIII. Insurance, Shipping and Installation

The sculpture will be insured from start to finish by the Artist. The Artist shall be responsible to provide proof of insurance. Once installed the Artist's responsibilities for insurance will terminate. Artist will deliver the Work to the site and assist with installation.

IX. Copyright

Artist retains copyright. Artist agrees not to reproduce same sculpture, except under the request of the Collector.

The Collector has limited use rights to reproduce 2-dimensional images for promotion and like uses.

X. Artist Obligation

Fabricate "Eternally Remembered" to the specified dimensions listed above in stainless steel to resemble original maquette.

Artist will assist in installation and provide proper maintenance information of sculpture.

XI. Non destruction, Alteration and Maintenance

- (a) The Collector agrees to not intentionally destroy, damage, alter, modify or otherwise change the Work in any way whatsoever.
- (b) If any alteration of any kind occurs after receipt by the Collector, whether intentional or accidental, and whether done by the Collector or others, the Collector shall notify the Artist in writing and the Artist has the right to request that the Work shall no longer be represented to the Work of the Artist.
- (c) The Collector shall notify the Artist promptly in writing in the event of the need for any restoration services so that the Artist shall have a reasonable opportunity either to perform such work himself or to supervise or consult in its performance. The Artist shall be reasonably compensated by the Collector at a rate which reflects the current fair market value of such work plus the cost of any materials, transportation, necessary equipment or the like for all such maintenance or restoration services.

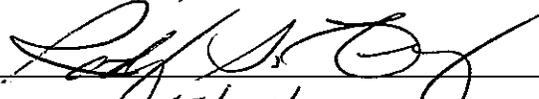
XII. Warranty

One-year warranty against any defects in craftsmanship of sculpture. Does not include vandalism.

XIII. Integration

This agreement constitutes the entire understanding of all the parties.

Collector: Village of Hanover Park
2121 Lake Street
Hanover Park, IL 60133

Signed: 
Date: 5/24/2012

Artist: Bruce A. Niemi
133000 116th Street
Kenosha, WI 53142

Signed: 
Date: 6/1/2012