

**“ARBOR LIGHTS”
ARTIST CONTRACT**

This contract entered into as of January ____, 2017, the “Effective Date” by the Tulsa Development Authority, 1216 N. Lansing Ave. – Suite D, Tulsa, OK 74106 (herein, “TDA”) and Wollard Studio, LLC, 6330 E. 13th Street, Tulsa, OK (“Artist”).

WHEREAS, TDA, as the Administrator of Tax Increment District Number One (a/k/a Brady Village Tax Increment District Number 1), according to the Plan as prepared and formatted according to Title 62 O.S., Section 854, paragraphs 1, 4, 7, 13 and 17, has previously issued a Request for Proposals (RFP) for the installation of Sculpture and Associated Improvements located in and upon the Vest Pocket Park located on East Archer Street, between North Main Street and North Boulder Avenue, Tulsa, Oklahoma; and

WHEREAS, the response and proposal of Artist to said RFP was selected by the TDA Board of Commissioners to fund, from currently available TIF District No. 1 funds and subject to the separate review and approval of the Authority’s Board of Commissioners, the cost of design, materials, construction and placement of sculptures and associated materials, in an amount not to exceed Sixty Thousand Dollars (\$60,000.00), for the placement of said sculptures and improvements in the Vest Pocket Park (the Property) located on East Archer Street between North Main Street and North Boulder Avenue in accordance with the Brady Village Infill Development Design Guidelines, as amended from time to time and immediate need, and the Brady District Small Area Plan, as set forth in said plan.

NOW, THEREFORE, in consideration of the terms and conditions to be performed by each, respectively, the TDA and Artist do hereby agree as follows:

1) Artist agrees to create, construct, and install on Vest Pocket Park (the Property) at East Archer located at North Main to North Boulder Ave in Tulsa, OK 74103, a work of art, to-wit:

An art installation entitled “Arbor Lights” (“artwork”), consisting of 3 separate free standing sculptures as presented to the TDA Board of Commissioners at its January 5th, 2017 board meeting, said art installation being further described as: two (2) arbors and one (1) outcrop, resembling organic rock, which will illuminate and react via hidden proximity sensors to visitors moving throughout the space. The two arbors are approximately twelve (12) feet in height by

sixteen (16) feet wide by four (4) feet deep with a six (6) foot wide by eight (8) foot tall opening and will serve as entry ways on the east and west side of the Brady Archer Grove over the existing sidewalks. The outcrop will be on the north side of the space adjacent to the Ward building, and will project an innocuous shadow on the building that will change as viewers move through the space. All the sculptures will be secured to concrete foundations provided by the TDA. Existing or modified AC power outlets provided by TDA will electrically power all the sculptures.

2) Tulsa Development Authority shall pay Artist a total of \$60,000.00 for the Arbor Lights, in stages as follows:

- \$10,000.00 upon execution of this contract with the understanding that a working model has already been constructed and presented to all the parties included in this contract as well as to the Tulsa Art Commission who has given its blessing that the project move ahead.

- \$10,000.00 upon completion of the site preparation necessary for the installation of the Arbor Lights art installation, including: pouring any concrete bases to artists specifications, relocation of information kiosk, relocation of light pole(s) that interfere with the installation and function of the sculptures, modifying existing or preparing electrical outlets for the artwork, providing any additional up light or foot lights for sculpture, acquiring any necessary permits related to the artwork or installation of artwork.

- \$20,000.00 upon Artist achieving at least an 80% completion of the Arbor Lights art installation.

- \$20,000.00 after the completed installation of Arbor Lights art installation into the Vest Pocket Park (the Property). Estimated completion date is 6 months from the Effective Date.

3) Artist shall, at his expense, design and construct the Arbor Lights. Artist shall, at his expense, install the Arbor Lights in Vest Pocket Park (the Property) in the Brady Arts District, safely and securely to the concrete foundations provided by Artist. Before installing the Arbor Lights, Artist shall submit plans for the installation to TDA and receive approval for said plans from TDA. The installation shall be performed according to said approved plans.

4) Artist shall at all times own the copyright of the Arbor Lights. However, Artist hereby grants TDA and the City of Tulsa a license and permission to photograph, reproduce two-dimensionally and make reasonable use of the Arbor Lights in publicity, public education and public relations, provided that any such use shall contain appropriate credit to Artist.

5) Pursuant to said license, TDA and the City of Tulsa shall have the right to reproduce the Arbor Lights for commercial purposes, including (but not limited to) tee shirts, post cards, posters, coffee mugs, etc. without the payment of a royalty or commission to Artist.

6) Artist warrants that the Arbor Lights shall be free from known defects in material and workmanship, acknowledging that the interactive aspect of the sculpture is guaranteed to last at least one year from the completion of installation. The Artist agrees to, at his cost; maintain the functionality of the sculpture and its components for one year from the completion of installation, except where damage is inflicted by vandalism. The parties hereto agree that the Arbor Lights will be exposed to the natural elements; material, workmanship and installation shall be of such durability and stability as to withstand the action of such natural elements, including, but not limited to, wind, rain, snow, and sunlight.

7) Should any damage occur to the artwork, the Artist will be notified and given the first opportunity to perform repairs on the artwork upon such terms and conditions as the parties shall agree. In the event that the parties are unable to agree, then TDA shall have the right to seek repairs from an alternate third party. The Artist agrees, if requested by TDA, to continued maintenance after the one year time period at an hourly rate of \$50 plus materials.

8) All three sculptures contain interactive light elements that are guaranteed for one year from the date of completion of installation. The Artist has included a simplified lighting option within the artwork that can be turned on to keep the artwork illuminated without the interactive feature. This is done to make sure the sculptures can stay illuminated while the interactive components are being repaired.

9) If unforeseen delays occur in the performance of this contract, Artist and TDA agree to confer, and use their best efforts to adjust the terms of this contract to account for said delays.

10) Artist shall obtain, and shall maintain during the term of this contract, a policy of liability insurance, issued by an insurance company licensed to do business in the State of Oklahoma, covering the Arbor Lights and their installation, and insuring

against any injury to third parties, in the amount of One Million Dollars (\$1,000,000.00), naming TDA and the City of Tulsa as additional insured. Artist shall tender to TDA and the City of Tulsa, for their files, certificates or other documentary evidence of such insurance policy.

11)The parties agree that Artist is an independent contractor, and not an employee, partner or agent of the TDA or the City of Tulsa.

12)The Tulsa Development Authority and the Artist agree that the artwork should be completed on or about 6 months from the Effective Date of this contract.

13)The Effective Date of this contract shall be the last date executed below.

Wollard Studio, LLC

Chris Wollard, Manager

Date _____

Tulsa Development Authority

Roy Peters, Jr. Chairman

Date _____