

AGREEMENT FOR PAYMENT FOR THE CREATION OF ARTWORK

This Agreement entered into this 5th day of January 2022, by and between LexArts Inc. ("LexArts"), in Lexington, KY, a Kentucky not-for-profit corporation and Garry Bibbs, in Lexington, KY ("Artist"). The artwork is being commissioned by LexArts and the City of Lexington for the permanent installation, the artwork will be owned by the city of Lexington.

SECTION 1. ARTIST EXHIBITION OBLIGATIONS.

1.1 The Artist will create three original double-sided iron castings, accompanying metal frame, and install onsite (hereinafter referred to as the "Artwork") of the design approved by the Urban County Arts Review Board, framed designed by Poage Engineers, and as described in the Quote: See Exhibit 1.

1.2 The Artist warrants, represents and covenants that:

- a. The Artwork is a unique and original product of the Artist's creative talents.
- b. The Artwork is free and clear of any and all lien claims.
- c. The Artist has not employed or retained any company or person other than a bona fide employee or established art agent of the Artist to solicit or secure this Agreement with LexArts, and the Artist has not paid or agreed to pay any fee, commission, percentage, brokerage fee, or make any gift or offer any other consideration contingent upon or resulting from the execution of this Agreement.
- d. Artist acknowledges, understands and agrees that the Artist is not an employee of LexArts, with it further being expressly understood that Artist is not retained as an independent contractor of LexArts, and it is specifically agreed that Artist has no right or authority to assume or create any legal obligation on behalf of LexArts.

1.3 The Artist will have the Artwork completed and installed by June 1, 2022.

SECTION 2. LEXARTS UNDERWRITING OBLIGATIONS.

2.1 LexArts shall coordinate the carving of the wood panels by LaVon Van Williams Jr. and the creation of required concrete footers at the Project Site as described in Exhibit 2.

2.2 LexArts Inc., the City of Lexington and the Artist have the right to photograph the artwork for reproduction in advertising, catalogues, brochures, programs and media publicity.

2.3 Fees and Payment Schedule: See Exhibit 1.

SECTION 3. EXHIBITION PERIOD AND TERMINATION.

3.1 The Exhibition Period will be a permanent installation at Isaac Murphy Memorial Art Garden on 3rd Street in Lexington KY. As this artwork is being acquired by the City of Lexington they will have full control of how long the artwork is to stay in that location.

SECTION 4. GENERAL CONDITIONS.

4.1 This Agreement constitutes the entire agreement between the parties and no warranties, inducements, consideration, promises or other reference will be implied or impressed upon this Agreement that are not expressly addressed herein.

4.2 This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

4.3 No changes, amendments, modifications, cancellation or discharge of this Agreement, or any part hereof, will be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

4.4 The parties agree nothing herein contained is intended or should be construed in any way as creating or establishing the relationship of partners or joint venturers between LexArts and the Artist, or as constituting the Artist's agents as representatives or employees of LexArts for any purpose or in any manner whatsoever.

4.5 The Artist will not assign, transfer, pledge, surrender or otherwise encumber or dispose of the Agreement or any rights and privileges created hereby, or any interest in any portion of the same, without the prior written consent of LexArts.

4.6 All of the terms and provisions of this Agreement will be binding upon and inure to the benefit of LexArts and its respective legal representatives, successors, transferees and assigns, if any. All of the terms and provisions of this Agreement will be binding upon and inure to the benefit of the Artist and his respective legal representatives and successors, if any.

4.7 This Agreement will be governed in accordance with the laws of the Commonwealth of Kentucky.

4.8 If any provision of this Agreement is held or deemed to be or in fact is invalid, illegal, inoperable or unenforceable on its face or as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision hereof or any constitution, statute, rule of law or public policy, or for any other reason, such circumstances will not render the provision in question invalid, illegal, inoperative, or unenforceable in any other case or circumstances. The invalidity of any one or more phrases, sentences, clauses or sections contained in the Agreement shall not affect the remaining portion of this Agreement or any part thereof.

SECTION 5.0 NOTICES.

5.1 Any and all notices given via email

If to LexArts: LexArts Inc.

Attention: Amelia Sweetall
161 North Mill Street
Lexington KY 40507
Email: asweetall@lexarts.org


If to Artist: Garry Bibbs
3441 Laredo Dr. #10
Lexington, Ky 40517 (859) 533-1680 cell
Email : garry.bibb@uky.edu

5.2 Notices delivered by email will be deemed effective seven (7) days after emailing.

5.3 Notices hand delivered will be deemed effective upon receipt.

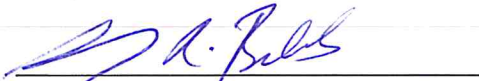
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date first written above.

LexArts Inc.



By: Amelia Sweetall
Title: President & CEO
Date: 1/6/2022

Artist



By: Garry Bibbs
Date: 01/10/2022

Exhibit 1

January 5, 2022

Art Service to:

Isaac Murphy Foundation, Lexington Ky

Project Manager - Nathan Zamarron, Community Arts Director, LexArts

Artist- LaVon Van Williams Jr.

Garry R. Bibbs Arts and Sculptural Services

3441 Laredo Dr. #10

Lexington, Ky 40517 (859) 533-1680 cell

Email- garry.bibb@uky.edu

SS# 403-88-4179

Budget Estimate = \$26,000.00

(2-part installation payments: ½ upon agreement of the project; final ½ upon total finish and approval of the Isaac Murphy foundation/artist).

For: Full iron casting service, fabrication and installation of (3) iron metal relief forms:

(2) 1 13/16" thick-3ft x6ft (horizontal) double-sided reliefs

(1) 1 13/16" thick -3ft x6ft (vertical) double-sided relief

Plus- metal fabrication of 3 stands for reliefs and installation. (See Exhibit 2 engineering from Poage Engineers for specs)

Materials- Services cost breakdown:

*Planning/art consulting cost

* Resin mold cost: resin chemistry

* Sand (3) super sacks- F series

* sand mold prep items

*Aluminum Bond refractory material for lining the furnace- (2-4 furnace).

* 80ft- Metal steel 2in square tubing for cast stands, and finish installation stands for reliefs

*Gases and welding supplies

*Finishing/ grinding- sand blasting supplies

* Iron cost- plus patina

* Casting Project Manager -Garry R. Bibbs- labor cost

* Casting tech manager – Jeremy Colbert -labor cost

* (4) assts. hourly cost (\$12 an hour)

* Installation cost- hauling, craning rental cost

*Misc.

Note: The price increased has been based on an actual report given by Harbor Steel Incorp. They informed me that all metals have gone up 200% within the last 4 months. This has brought my estimate from \$23,000.00 to \$26,000.00. If there are any questions of concerns about our service estimate please feel free to call me at, (859) 533-1680. We are ready to proceed when you are ready for our services.

Thank you,
Garry R. Bibbs

Exhibit 2

POAGE ENGINEERS & ASSOCIATES, INC.

**446 EAST HIGH STREET
LEXINGTON, KENTUCKY 40507
PHONE 859 255-9034
FAX 859 252-3130**

November 3, 2015

Gary Bibbs
3441 Laredo Drive #10
Lexington, KY 40517

RE: LaVon Williams – Cast Iron Art Commission
Structural Review of frame and foundation
#15220

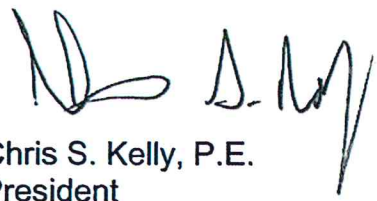
As requested, I have reviewed the attached (3) frames and designed the frames and the foundations for the proposed art frames referenced above. All of the steel tube columns need to be HSS2 ½ x 2 ½ x .25 or larger typical. The base plates are to be ¼" X 10X10 and bolted to a concrete foundation using (4) ½" diameter expansion bolts 8" into the concrete. The concrete pads need to be 14" diameter and 24" deep using 3500 psi concrete.

The foundations, frames and attachments are to be the same for all (3) sculptures. The above will insure the frames and foundation meet or exceed the structural requirements of the Kentucky Building Code.

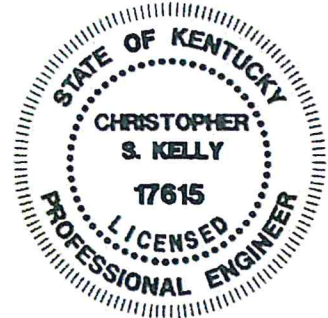
Thank you for the opportunity to assist in this project and feel free to contact me with any questions.

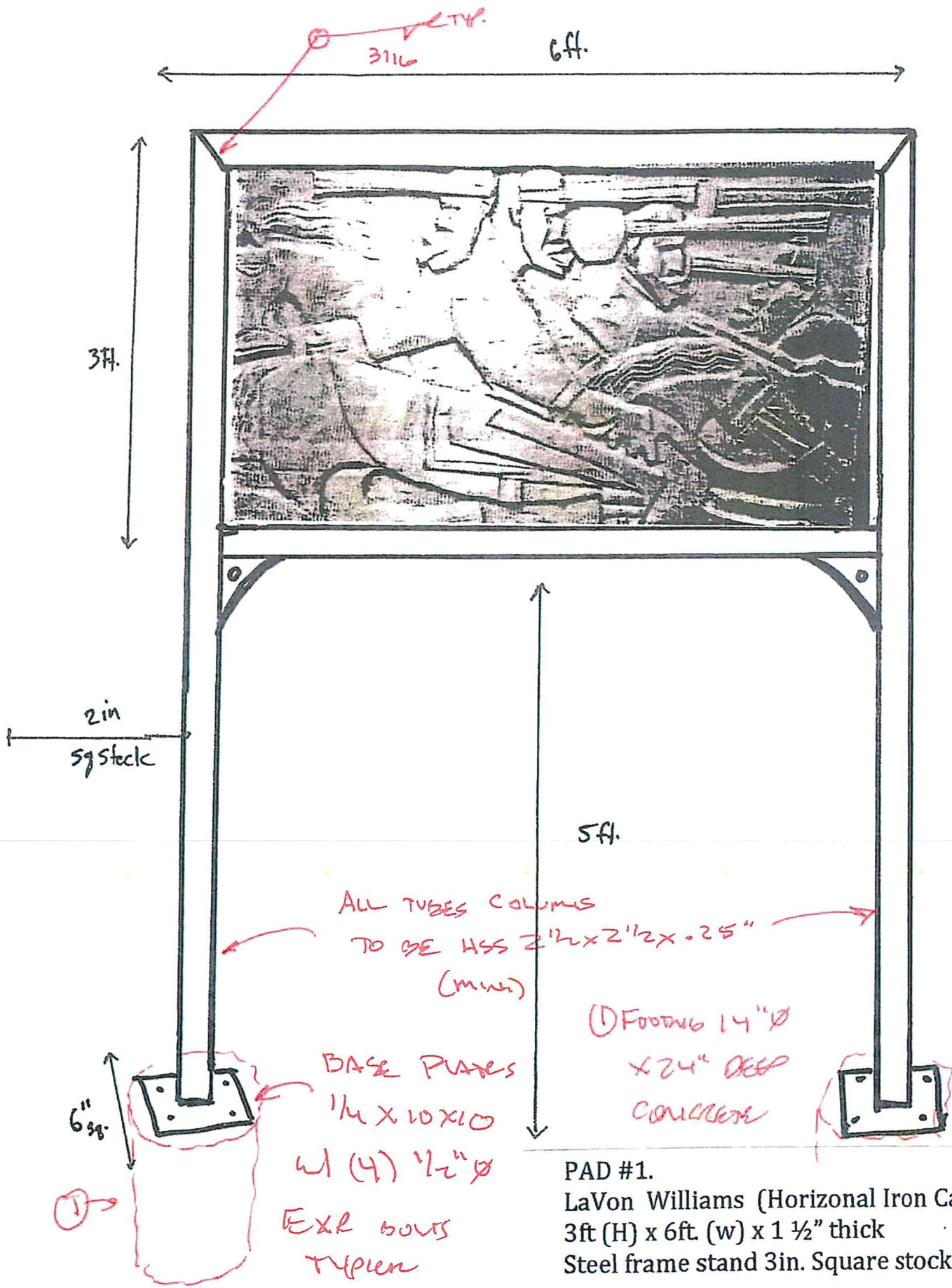
Sincerely,

POAGE ENGINEERS & ASSOCIATES, INC.

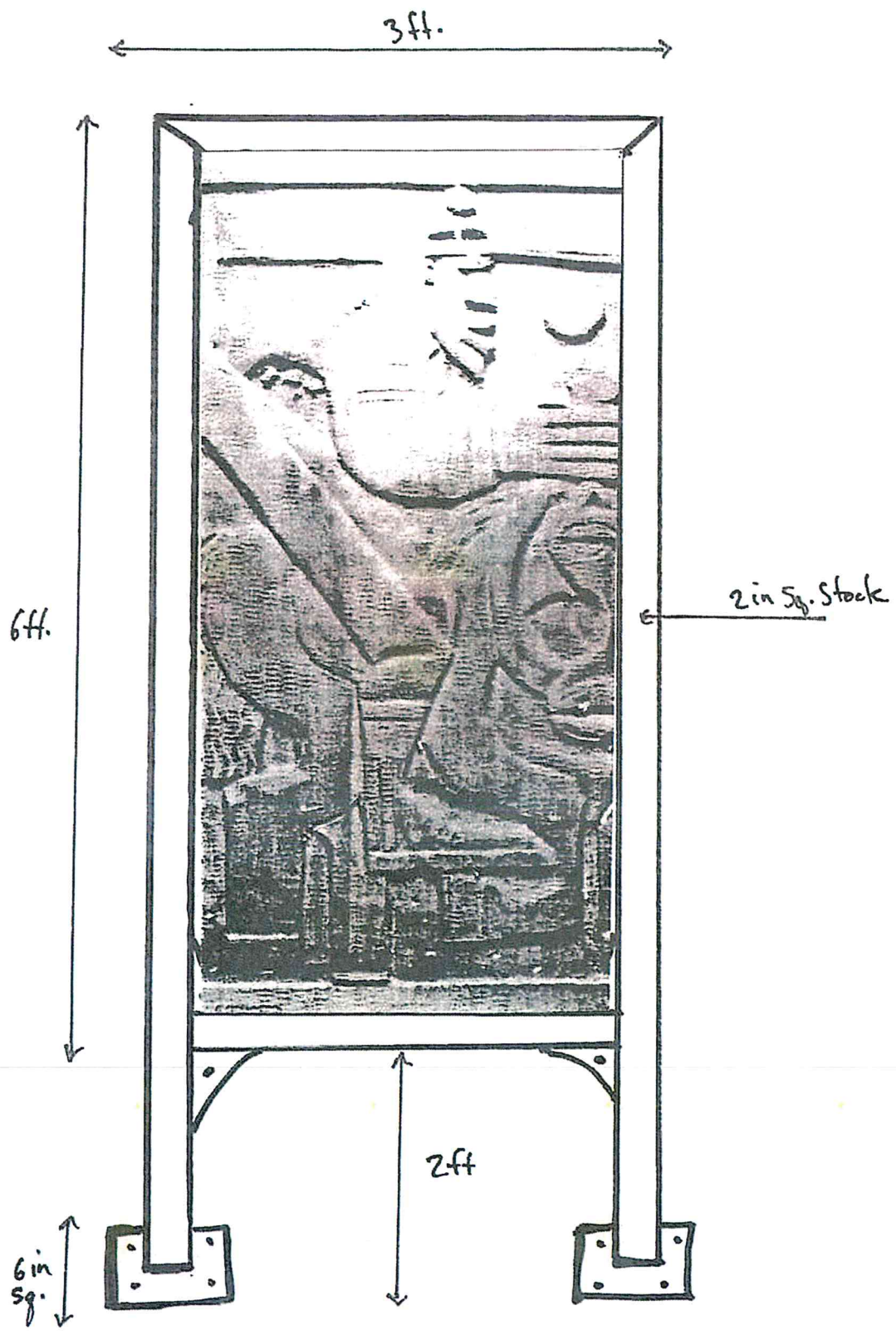


Chris S. Kelly, P.E.
President



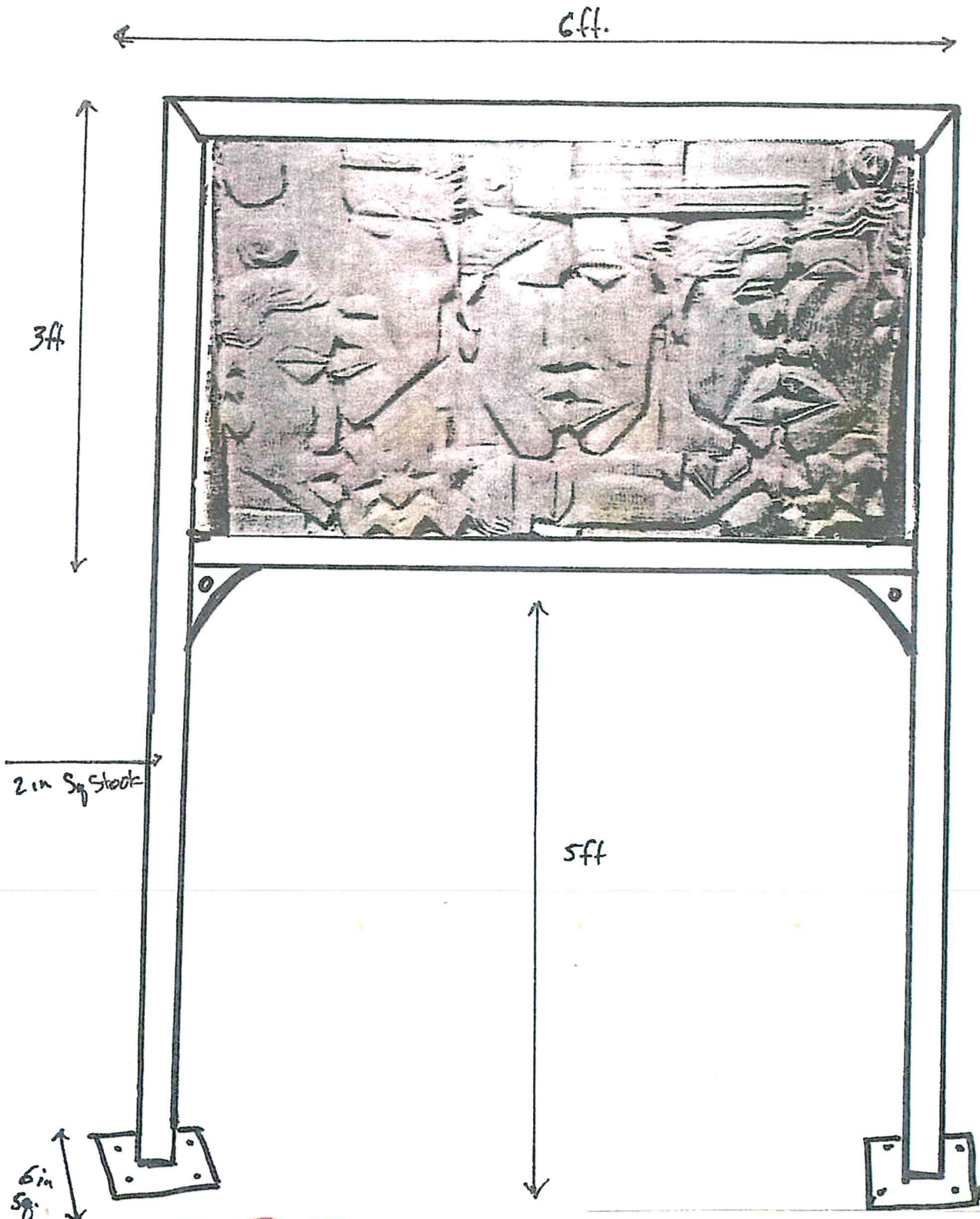


PAD #1.
 LaVon Williams (Horizontal Iron Casting)
 3ft (H) x 6ft (w) x 1 1/2" thick
 Steel frame stand 3in. Square stock



SEE NOTES
ON #1

PAD #2.
LaVon Willams (Vertical Iron Casting)
6ft. (H) x 3ft (w) x 1 1/2in. thick
Steel frame stand 3 in. Square stock



SEE NOTES
ON #1

PAD #3
LaVon Williams (Horizontal iron Casting)
3ft (H)x 6ft (w) x 1 ½ in thick
Steel frame stand 3in. square stock