

SCULPTURE DONATION AGREEMENT

THIS SCULPTURE DONATION AGREEMENT ("Agreement") is entered into this _____ day of _____, 2019, between the Village of Oak Park, an Illinois home rule municipal corporation, with offices at 123 Madison Street, Oak Park, Illinois 60302 (hereinafter the "Village") and District House LLC, an Illinois limited liability company (hereinafter the "Developer").

RECITALS

WHEREAS, the Developer has agreed to install and donate to the Village a sculpture created by Artist Zach Balousek (hereinafter "the Artist" and "the Sculpture"); and

WHEREAS, the Developer is responsible for securing and installing Public Art pursuant to Planned Development Ordinance 16-087 accessible to the general public at the development site; and

WHEREAS, the Developer's Contract for the purchase and installation of the Sculpture with the Artist Zach Balousek ("Artist") is attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1. The above Recitals are incorporated herein by reference as though fully set forth.
2. The Developer shall purchase the Sculpture from the Artist subject to the Contract with the Artist for the purchase and installation of the Sculpture, and the terms of this Agreement. If a term or condition of this Agreement conflicts with a term or condition of the Developer's Contract with the Artist, the term or condition of this Agreement shall control to the extent of such conflict.
3. The Developer shall pay the Artist for the Sculpture and its installation.
4. The Developer shall enter into all third-party agreements as necessary to allow for the installation of the Sculpture at a location and in a manner to be determined and approved by the Village.
5. Upon installation of the Sculpture, ownership and title of it shall pass to the Village for the Village's use as it so determines. The Artist shall maintain ownership of the copyright of the Sculpture and may reproduce the same sculpture to be displayed at another location in the Artist's discretion. The Village shall not accept the Sculpture until its installation has been inspected and approved by the Village's Director of Public Works. If the Sculpture is

physically damaged in any respect prior to the Village taking ownership of the Sculpture, this Agreement shall be subject to termination by the Village. The Village may immediately remove the Sculpture at the Developer's expense.

6. The Developer shall indemnify, hold harmless, and defend the Village, its agents, officials, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may in any way accrue against the Village as a consequence of the installation of the Sculpture, provided, such indemnification shall terminate following the installation and acceptance of the Sculpture by the Village.

7. The Developer represents and warrants that: (i) the Sculpture is solely the result of Artist and creative efforts of Artist; (ii) except as otherwise disclosed in writing to the Village by the Artist, the Sculpture is unique and original and does not infringe upon any copyright; (iii) the Sculpture has not been accepted for sale elsewhere; and (iv) the Sculpture is free and clear of any liens from any source whatever. The Developer guarantees all parts and workmanship for the Sculpture for a period of one (1) year following acceptance of the Sculpture by the Village and the Developer shall replace any defective parts or rework any defective craftsmanship in a timely fashion at no cost to the Village during said time.

8. No amendment or modification of this Agreement shall be valid or enforceable unless in writing and signed by the parties.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

10. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this agreement and intend to be bound by its terms.

VILLAGE OF OAK PARK

DEVELOPER – DISTRICT HOUSE LLC

By: Ranquist Partners II LLC, its Manager

By: _____

By: _____

Name: Cara Pavlicek

Name:

Title: Village Manager

Title:

Date: _____, 2019

Date: _____, 2019

ATTEST

ATTEST

By: Vicki Scaman

By:

Its: Village Clerk

Its:

Date: _____, 2019

Date: _____, 2019