

## **PUBLIC ART COMMISSION AGREEMENT**

This Public Art Commission Agreement (the "Agreement") is made on \_\_\_\_\_, between Agnieszka Black (the "Artist") and The City of Pinellas Park (the "Buyer"), in accordance with the laws of the State of Florida.

### **1. ARTWORK**

The Artist agrees to create and install a sculpture (the "Artwork") with the following specifications:

Title: "Heart for Art",

Dimensions: 3 feet x 3 feet x 3 feet,

Base: Permanent base attached to the sculpture, and

Installation: To be installed on site by the Artist, at the Community Resources Building located at 6051 78<sup>th</sup> Ave N, Pinellas Park, FL 33781.

### **2. TIMELINE**

Completion and Delivery Date: December 9, 2024.

Installation: To be completed by end of day on December 9, 2024.

### **3. PAYMENT**

The total commission fee for the Artwork is \$5,000.00 USD, payable as follows:

Advance Payment: \$2,500.00 (50% of total fee) due upon signing of this Agreement and

Final Payment: \$2,500.00 (remaining 50%) due upon completion of installation.

### **4. ARTIST'S RESPONSIBILITIES**

The Artist shall:

Create the Artwork as specified,

Deliver and install the Artwork at the designated location on the agreed date,

Provide any necessary equipment for installation, and

Ensure the Artwork is of high quality and free from defects.

### **5. BUYER'S RESPONSIBILITIES**

The Buyer shall:

Provide the installation site and ensure it is prepared and accessible,

Make payments as outlined in Section 3, and

Provide any necessary permits for installation.

## 6. CANCELLATION AND KILL FEE

6.1 Cancellation by Buyer: If the Buyer cancels this commission after signing this Agreement but prior to the completion and installation of the Artwork, the following shall apply:

a) If cancellation occurs before the Advance Payment is made, no fee shall be due to the Artist.

b) If cancellation occurs after the Advance Payment but before the Artist has begun fabrication, the Artist shall retain 25% of the total commission fee as a “kill fee”.

c) If cancellation occurs after fabrication has begun, the Artist shall be entitled to retain the Advance Payment plus any additional documented costs incurred in the fabrication process, up to a maximum of 75% of the total commission fee.

6.2 Cancellation by Artist: If the Artist cancels this commission after signing this Agreement but prior to the completion and installation of the Artwork, the Artist shall return any payments received, less any documented costs incurred for materials and labor.

6.3 Accrued Costs: In the event of cancellation by either party, the Artist shall provide a detailed accounting of all costs accrued, including but not limited to materials purchased, labor hours, and any non-refundable commitments made in relation to the project. The Buyer shall reimburse the Artist for these costs, subject to the limits specified in Section 6.1.

6.4 Intellectual Property: In the event of cancellation, all designs, sketches, and other preparatory materials shall remain the property of the Artist, and all rights shall revert to the Artist.

## 7. OWNERSHIP AND COPYRIGHT

Upon full payment, ownership of the physical Artwork shall transfer to the Buyer. The Artist retains copyright and moral rights to the Artwork in accordance with the Visual Artists Rights Act (VARA) of 1990.

## 8. MAINTENANCE AND REPAIRS

The Buyer is responsible for routine maintenance of the Artwork. For significant repairs or restoration, the Buyer shall first consult the Artist.

## 9. TERMINATION

Either party may terminate this Agreement for material breach by the other party, with 30 days' written notice and opportunity to cure.

## 10. DISPUTE RESOLUTION

Any disputes arising from this Agreement shall first be subject to mediation before litigation. Venue for any legal action shall be in Pinellas County, Florida.

11. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida.

12. FORCE MAJEURE

Neither party shall be liable for failure to perform their obligations under this Agreement if such failure results from circumstances beyond their reasonable control, including but not limited to acts of God, government actions, war, civil unrest, fire, floods, or other natural disasters. In such cases, both parties shall discuss in good faith how to proceed with the project.

13. PUBLIC RECORDS

The Artist shall comply with Florida's public records laws, including maintaining and providing access to records related to this Agreement as required by Chapter 119, Florida Statutes.

14. NON-DISCRIMINATION

Both parties agree not to discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ARTIST:   Agnieszka Black  

Address:   1398 E Trail 28, Brooksville, FL 34601  

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

BUYER: The City of Pinellas Park

By: [Name of Authorized Signatory] \_\_\_\_\_

[Title of Authorized Signatory] \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



CITY HALL - P.O.Box 1100  
PINELLAS PARK, FL 33780-1100

**Please Respond To:**

James W. Denhardt  
City Attorney  
Law Offices of James W. Denhardt  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

November 5, 2024

Mr. Derek Reeves  
Long Range Planning Manager  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #24-280**  
**Public Art Commission Agreement**

Dear Mr. Reeves:

We have received the proposed "Public Art Commission Agreement" concerning the purchase of art by the City of Pinellas Park. Since the installation of the proposed artwork is a material part of the services to be performed by the artist, the location of the installation should be specified in the Agreement. I would suggest that the last line of paragraph 1 be changed to read "Installation: To be installed on site by the Artist, at \_\_\_\_\_," filling in the name and address of the City building where the art is to be installed. With that modification, we would approve of the proposed Agreement as to form and correctness.

Very truly yours,

James W. Denhardt  
City Attorney

cc: Bart Diebold, City Manager  
Jennifer Carfagno, MMC, City Clerk  
Dan Hubbard, Asst. City Manager  
Nick Colonna, Community Development Administrator  
Aaron Petersen, Asst. Community Development Administrator  
Erica Lindquist, Planning & Development Services Director

JWD/dh

24-280.20241105.LDR.Public Art Commission Agmt.wpd